KERAJAAN MALAYSIA

Pungutan Hasil Kerajaan Secara *e-Payment*

PERBENDAHARAAN MALAYSIA

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e-PAYMENT

PS 2.1 Pungutan Hasil Kerajaan Secara *e-Payment*

1. Tujuan

1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan pungutan hasil Kementerian atau Jabatan secara *e-Payment*.

1.2 *e-Payment* dilaksanakan secara *Point of Sales* dengan menggunakan Kad Kredit iaitu MasterCard dan Visa serta Kad Debit, MEPSCASH dan Kad American Express (Amex).

2. Kadar Caj Perkhidmatan Bagi Kad Kredit, Kad Debit, MEPSCASH Dan Kad Amex

2.1 Bagi melaksanakan *e-Payment*, Perbendaharaan Malaysia telah menetapkan kadar caj perkhidmatan bagi setiap transaksi pungutan hasil tidak melebihi 1.1% bagi pembayaran menggunakan Kad Kredit iaitu MasterCard atau Visa dan Kad Amex. Bagi Kad Debit pula, kadar caj perkhidmatan yang telah ditetapkan adalah tidak melebihi 0.8%. Manakala kadar caj perkhidmatan bagi MEPSCASH telah ditetapkan tidak melebihi 1.0%.

2.2 Kadar caj perkhidmatan ini juga termasuk pembekalan, penyelenggaraan serta peningkatan perisian terminal yang akan disediakan oleh bank berkenaan secara percuma. Walau bagaimanapun, caj bagi talian telefon perlu dibiayai oleh Kementerian atau Jabatan yang terlibat.

3. Syarat Pelantikan Institusi Kewangan (“Bank”)

3.1 Urusan pungutan hasil Kerajaan secara *e-Payment* boleh dikendalikan melalui mana-mana bank yang:

3.1.1 Dilesenkan di bawah Akta Bank dan Institusi-institusi Kewangan 1989;

3.1.2 Mempunyai ibu pejabat atau tempat perniagaan utamanya di Malaysia; dan

3.1.3 Di bawah kawalan tempatan.

3.2 Bagi melaksanakan pungutan hasil secara *e-Payment*, satu perjanjian antara Kementerian atau Jabatan dan pihak bank yang dilantik oleh

Kementerian atau Jabatan berkenaan perlulah ditandatangani. Format perjanjian yang perlu diguna pakai antara Kementerian atau Jabatan dan pihak bank adalah seperti **Lampiran A** (*e-Card Acceptance Agreement*).

4. Perakaunan Pungutan Hasil Secara Kad Kredit, Kad Debit, MEPSCASH Dan Kad Amex

4.1 Bank yang dilantik untuk mengendalikan pungutan melalui kaedah *e-Payment* boleh menolak caj perkhidmatan pada kadar yang telah ditetapkan daripada amaun kasar yang dipungut dan menyerahkan amaun bersih kepada Kementerian atau Jabatan. Walau bagaimanapun, Kementerian atau Jabatan perlu mengakaunkan amaun kasar yang dipungut sebagai hasil dan jumlah caj perkhidmatan yang telah ditolak oleh bank sebagai perbelanjaan.

4.2 Pekeliling Tatacara Perakaunan berkenaan perakaunan pungutan hasil hendaklah juga dirujuk.

4.3 Kementerian atau Jabatan perlu memastikan peruntukan kewangan mencukupi bagi menampung jumlah caj perkhidmatan yang dikenakan oleh bank yang dilantik.

LAMPIRAN

Lampiran A

eCARD ACCEPTANCE AGREEMENT

THIS AGREEMENT is made on the day **of** (Month/Year)

BETWEEN

THE GOVERNMENT OF MALAYSIA, who for the purpose of this Agreement is represented by ……..... having its office at ……(herein after referred to as “the Government”) of the one part;

AND

(Name of Bank) , a bank registered in Malaysia and having its registered

address at (Address of Bank) , (herein after referred to as “the Bank”) of the other part,

(both herein after singularly referred to as "the Party" and collectively as "the Parties").

WHEREAS:

(a) The Bank is a licensed financial institution duly authorised pursuant to various agreements with Visa International, owner of the Visa Card Programs Marks and MasterCard International, owner of the MasterCard Marks to issue and acquire Visa and MasterCard Credit Card and any other new Credit Card/Debit Card/MEPS Cash (depending on the cards issuance company).

(b) The Government is desirous to implement the eCard acceptance programme at counters identified by the Government and the Bank

agrees to provide the Facility for the Services subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AS FOLLOWS :

ARTICLE 1 : DEFINITION AND INTERPRETATION

1.1 In this Agreement, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided, the following definition shall apply :

"**Authorisation**"	means the obtaining of an authorisation for a transaction which is usually identified with an alpha numeric/numeric code from the Bank prior to completion of the transaction in which an eCard is being utilised;
"**Bank Card**"	means a chip-based multi application card issued by the banking institutions which contain the Auto Teller Machine (“ATM”), eDebit and MEPS Cash applications;
"**Business Day**"	means any day on which the Bank is opened for business in Kuala Lumpur;
"**Cardholder**"	means any person authorised by any Issuer to enjoy the facilities whose name shall be embossed on the eCard and where applicable, whose signature appears thereon as the authorised user;
"**Commission**"	means the amount chargeable by the Bank to the Government at the agreed rate in percentum of the value of the eCards’ transaction as stipulated under Article 6.2;

"**Credit Card**"	means a validly issued and unexpired Credit Card of Visa/Mastercard bearing the Visa Card Program Marks or Mastercard Program Marks and may include new credit card duly authorised by the Bank;
"**Debit Card**"	means a validly issued debit card of ……, validly issued by the Bank and may include new debit card duly authorised by the Bank;
"**eCard**"	means any cards to be accepted under this Agreement as stipulated under Article 4;
"**eDebit**"	means a payment system that allows the Cardholder of a Bank Card to purchase goods and/or services at the participating Government counter by debiting directly from the Cardholder's nominated bank account;
"**Electronic Data Capture ("EDC") Transaction Acceptance"**	means a transaction performed through the use of eCard at the EDC Terminal;
"**EDC Terminal**"	means any electronic terminal and wireless terminal which is capable of reading magnetic stripe or chips embedded in the eCard;
"**Facility**"	means the EDC Transaction Acceptance facility granted by the Bank to the Government under the terms of this Agreement as stipulated under Article 3;

"Issuer"	means any bank or financial institution who are members of Mastercard International, Visa International or other organization or institution who are authorised to issue Credit Card to which the Bank is a member;
"Location"	means the premises, at which the EDC Terminal is installed by the Bank as agreed by the Parties under the terms of this Agreement;
“MEPS Cash”	means an e-purse application where, the money is stored in a chip embedded in a Bank Card and handled electronically and the amount payable by a Cardholder shall be deducted directly upon usage of the Bank Card, from the monetary value stored in the chip;
"**PIN**"	means in relation to a Cardholder, the Personal Identification Number which an Issuer has issued to the Cardholder which is to be used by the Cardholder to authorise any transaction;
“Point Of Sales (POS) Transaction Acceptance"	means a transaction performed at point-of-sales consisting of EDC Transaction Acceptance through the use of eCard;
"**Sales Slip**"	means the relevant charge slip generated electronically after the completion of each transaction arising from the use of EDC Terminal evidencing the payment made by

	the Cardholder through the use of the eCard to be charged to the Cardholder's account;
"Settlement Function"	means the procedures required for and carried out by the Government via the EDC Terminal for the purpose of transmitting data of charges to the Bank to enable the Bank to make payment to the Government;
"Services"	means …….. (agencies to describe their own) or other services to be determined by the Government.

1.2 Words importing the masculine gender include the feminine and neuter gender.

1.3 Words importing the singular number shall include the plural and vice-versa.

ARTICLE 2 : CONTRACT PERIOD

This Agreement shall be for a period of twenty four (24) months commencing from …… (hereinafter referred to as the "Effective Date") to …….
(hereinafter referred to as the "Expiry Date"). Either Party may notify in writing not less than three (3) months prior to the Expiry Date if it intends to extend the Contract Period for a future period. The Parties may as soon as reasonably practicable after the receipt of such notification, negotiate the term and conditions of such extension not later than one (1) month prior to the Expiry Date.

ARTICLE 3 : FACILITY

3.1 The Parties hereby agree that the Bank shall provide the Facility to the Government which would allow the Government to accept any

payments to the Government made by the Cardholder through the use of eCard for the Services at the various counters of the Government.

3.2 In providing the Facility, the Bank shall supply, deliver, install, test and commission the EDC Terminal at the Location. The Location of the EDC Terminals to be installed by the Bank shall be mutually agreed upon by the Parties prior to the installation. The supply, delivery, installation, testing and commissioning of the EDC Terminal shall include the supply of papers and other related stationeries required for the operating of the EDC Terminal, at no additional cost to the Government.

3.3 In the event that the Government requires additional EDC Terminal, the Bank shall agree to consider to such request.

3.4 The Bank shall also bear the costs of relocating EDC Terminal at such other site excluding the costs on internal telephone cabling and other internal power points in the event such request is made by the Government.

3.5 The Government hereby agrees and confirms with the Bank that it shall honour without any discrimination the eCard when properly presented to it as a mean of payment from the Cardholder and shall maintain a policy that the Government shall not discriminate among Cardholders seeking to make payment to the Government.

3.6 The Bank shall at its own cost provide support services on the EDC Terminal and carry out necessary maintenance on the EDC Terminal at all Location.

3.7 The Government shall keep the EDC Terminal in good condition at all times. In the event of any fault or defect to the EDC Terminal, the Bank shall at its own cost carry out such repair in order to restore the EDC Terminal. Such restoration shall be carried out within twenty four (24) hours in the Klang Valley and within three (3) Business Days outside

the Klang Valley from the time of receiving the report made by the Government. In the event repair cannot be carried out for any reasons, the faulty or defective EDC Terminal shall be replaced by the Bank at its own costs. The Government hereby undertakes to ensure that each EDC Terminal is operated appropriately at all times and shall promptly report any malfunction or breakdown of the EDC Terminal to the Bank.

3.8 The Parties shall work together on the promotion and publicity of the Facility for the purpose of payment of the Services offered by the Government.

ARTICLE 4 : eCARD

4.1 Under the terms of this Agreement, the Government shall accept the Credit Card, Debit Card, MEPS Cash Card and any other new credit card/debit card/MEPS Cash card ("eCard") as may agreed by the Parties from time to time presented by any Cardholder.

4.2 The Bank shall provide the relevant training on the eCard acceptance procedures and shall not charge the Government for the training.

ARTICLE 5 : EDC TRANSACTION ACCEPTANCE PROCEDURES

5.1 Credit Card Acceptance Procedures

5.1.1 When a Credit Card is presented to the Government for payment, in accepting and honouring the Credit Card, the Government shall follow the relevant transaction instructions notified in writing by the Bank to the Government from time to time.

5.2.1 The Government shall comply with the acceptance procedures as follows:

(a) examine the Credit Card marks and security or distinctive features as specified by the Bank;

(b) ensure that the Credit Card so presented has not been mutilated;

(c) all transactions shall be drawn in Ringgit Malaysia only;

(d) obtain the signature of the Cardholder at the appropriate place on the Sales Slips and shall always compare to ascertain that such signature appears to be identical to that appearing on the Cardholder's Credit Card and if there is any uncertainty or in the event the signature differs or the Government believes that there is a discrepancy in the signature, the Government shall contact the Bank for further instructions;

(e) ensure that all entries and signatures on the Sales Slip shall be legible on all copies thereof and the Government shall, at the time of the performance of payment of the Services, give a true and completed copy thereof to the Cardholder and retain one (1) copy of the same with the Government;

(f) process all transaction irrespective of the amount through the use of EDC Terminal and in accordance with the procedures set out herein or provided by the Bank to the Government in writing from time to time;

(g) ensure that the Credit Card so presented for the transaction be inserted into the EDC Terminal where an Authorisation shall be granted or declined electronically by the Bank or Issuer. Only transaction provided with an Authorisation shall be accepted by the Government; and

(h) ensure that all completed Sales Slips bear an electronic imprint which includes:

(i) the names, validity/expiry date of the Credit Card and the account number of the Cardholder;

(ii) the date of the transaction(s);

(iii) the Authorisation code,

(iv) total value of the transaction; and

(v) the name and address of the Location.

5.1 Debit Card Acceptance Procedures

5.1.1 When a Debit Card is presented to the Government, in accepting and honouring the Debit Card, the Government shall follow the relevant transaction instructions notified in writing by the Bank to the Government from time to time.

5.1.2 The Government shall comply with the acceptance procedures as follows:

(a) all transactions shall be drawn in Ringgit Malaysia only;

(b) all Debit Cards' transaction irrespective of the amount shall only be performed through the use of EDC Terminal;

(c) request the Cardholder to key-in PIN to authorise the completion of the transaction;

(d) where applicable, to obtain the signature of the Cardholder in the appropriate place on the Sales Slips and shall always compare to ascertain that such signature shall appear to be identical to that appearing on the Cardholder's Debit Card and if there is any uncertainty or in the event the signature differs or in the event the Government believes that there is a discrepancy in the signature, the Government shall contact the Bank for instructions; and

(e) upon completion of each successful transaction, give a true and completed copy thereof to the Cardholder and retain one (1) copy of the same with the Government.

5.2 MEPS Cash Acceptance Procedures

5.2.1 When a Bank Card with MEPS Cash application is presented to the Government, the Government shall follow the relevant transaction instructions notified in writing by the Bank to the Government from time to time .

5.2.2 The Government shall comply with the acceptance procedures as follows:

(a) all transactions shall be drawn in Ringgit Malaysia only;

(b) all transaction information printed on the transaction receipt shall be legible and identical on both the Cardholders' and the Government's copy; and

(c) upon completion of each successful transaction, give a true and completed copy thereof to the Cardholder and retain one (1) copy of the same with the Government.

ARTICLE 6 : REMITTANCE OF FUNDS

6.1 Settlement

The Government shall carry out or perform a Settlement Function on a daily basis to enable the Bank to capture all the transaction using EDC Terminal so as to allow the Bank to make payment to the Government as stipulated in Article 6.3.

6.2 Commission Rate

6.2.1 As agreed between the Parties, the Bank shall be entitled to charge the Commission for processing of eCard transactions and the Commission agreed are as follows :

(a) a percentum of one point one **(1.1%)** on the value of each Credit Card transaction;
(b) a percentum of zero point eight **(0.8%)** on the value of each Debit Card transaction; and
(c) a percentum of one point **(1.0%)** on the value of each MEPS Cash Card transaction.

6.2.2 The Parties further agree that the Commission rate may be revised at any time and any revised Commission rate shall only be implemented by the Bank with prior written approval of the Government.

6.3 Payment By the Bank

6.3.1 Upon completion of a Settlement Function or the receipt of the transaction slips by the Bank (whichever is applicable), the Bank shall pay to the Government the value of each successful eCard's transaction less the Commission at the agreed Commission.

6.3.2 The Bank shall pay to the Government's collection account as specified by the Government by 11.00 am of the following Business Day from the transaction date.

6.3.3 The Bank shall provide supporting reports free of charge either in the form of hardcopy or softcopy to the Government for all the transactions paid to the Government the following Business Day from the transaction date. The report shall contain the following minimum information:

(i) Government identification number;
(ii) EDC Terminal identification number;
(iii) eCard number;
(iv) approval code;
(v) amount of the transaction;
(vi) date of transaction;
(vii) gross total amount ;
(viii) Commission amount; and
(ix) net total amount.

6.4 Penalty

The Government may impose interest to the Bank based on interbank rate for any unjustified late remittance of funds under clause 6.3.2. The mode of payment and the penalty amount shall be mutually agreed upon by both Parties.

6.5 Reconciliation

The Government shall reconcile its records against the reports provided by the Bank and if there are any discrepancies or non-receipt of payment on any of the transaction items are detected, the Bank is to be notified of the same. Such notification is to be submitted by the

Government to the Bank within a period of fourteen (14) days following the date of the transaction.

ARTICLE 7 : CLAIMS FOR DISPUTED TRANSACTIONS

7.1 The Bank shall write to the Government on any transaction disputed by a Cardholder or where the Bank have reason to believe of any fraudulent transactions reported to the Bank or discovered by the Bank and in the event where payment has been made by the Bank to the Government.

7.2 Upon receiving the report by the Bank under clause 7.1, the Government shall investigate within fourteen (14) days and make good the amount within thirty (30) days upon the occurrence of any of the following:

(i) the Cardholder disputes or denies the completion of the eCard's transaction that he/she entered into with the Government and the Government is unable to confirm otherwise;

(ii) no Authorisation code has been granted to the Government by the Bank;

(iii) the Government fails to furnish to the Bank with a copy of transaction details referred under clause 8.1. hereof within fourteen (14) days from the date of such request;

(iv) the transaction is found to be a duplicated transaction;

(v) the transaction is a cash disbursement, cash refund or cash payment; and

(vi) the transaction was processed more than fourteen (14) days from the date of authorisation where settlement processes were not performed accordingly by the Government.

ARTICLE 8 : SPECIAL CIRCUMSTANCES

8.1 The Government's Records

8.1.1 The Government shall at its own cost and capacity keep proper account and correct copies of all receipts resulting from the use of the eCard, and may at the request of the Bank, at any reasonable time, allow the Bank to inspect and/or take copies of all such documents, accounts and all Sales Slips and for the purpose of this Agreement, shall preserve such documents and records for a period of at least one (1) year from the transaction date.

8.1.2 The Government shall provide a copy of the transaction record or any related documents upon request made by the Bank for the purpose of Article 7 hereof.

8.1.3 The Parties shall be obliged to provide full cooperation towards any investigations or inquiries made by the Bank or the Government relating to any of the transaction within the period of one (1) year from the transaction date including furnishing and delivering of transaction documents to the relevant Party.

8.2 Prohibition against Cash Payment, Cash Disbursement and Cash Refund

The Government shall not allow the Cardholder to transact for any cash payment, cash disbursement or cash refund under any circumstances resulting from the use of eCard.

ARTICLE 9 : COVENANTS BY THE GOVERNMENT

9.1 The Government hereby covenants as follows:

(a) it shall at all times observe the guidelines and procedures on the acceptance of eCard as required by the Bank;

(b) unless otherwise provided by any written law for the time being in force, it shall not impose or require a Cardholder to pay any surcharge, commission, discount whether through any increase in price or otherwise, or any other term or condition whatsoever on any Cardholder desirous of using the eCard;

(c) it shall not require a minimum transaction amount below which it shall refuse to honour otherwise a valid eCard;

(f) it shall not reveal, sell, purchase, provide or exchange any eCard account number or/and PIN (where applicable) and other information in any form obtained by reason of eCard transaction to any third party;

(g) it shall collaborate with the Bank in writing prior to any publication or advertisement of promotional material relating to the new eCard;

(h) it may display any distinctive feature of any eCard on promotional materials provided by the Bank to inform the public that the eCard shall be honoured at the Locations;

(i) it shall, at all times maintain in good order and keep in safe custody all Sales Slips, and EDC Terminal supplied by the Bank which shall remain the Bank's property and to return all such Sales Slips, and EDC Terminal forthwith to the Bank upon

demand and/or upon termination of this Agreement under Article 22;

(j) it shall allow the Bank, its contractors, agents or representatives at any time, subject to prior notice being given to the Government, to inspect, maintain or repair each EDC Terminal with the view of ensuring that the same is operating at all times and in a proper manner;

(k) it shall preserve the following conditions in safeguarding the security of the EDC Terminal:

(i) it shall not at all times allow any unauthorised person to make any alteration or/and tamper or/and programme on the EDC Terminal;

(ii) it shall not remove, dislocate or change the position of the EDC Terminal without the prior written consent of the Bank; and

(iii) it shall not by its own, agents or servants, repair or rectify or attempt to repair or rectify any such faults or breakdown on any of the EDC Terminal.

(l) where there is uncertainty or ambiguity in the terms of this Agreement or any guidelines or requirements pertaining to the use of the eCard marks or any security or distinctive features of the new eCard, the Government shall reconfirm with the Bank for its construction and meaning and the same when given by the Bank shall be final and binding; and

(m) it shall use its best endeavour to promote the use of eCard and to render its cooperation to the Bank and Cardholders in connection with the use of the eCard.

ARTICLE 10 : WARRANTIES BY THE GOVERNMENT AS TO SALES SLIPS

10.1 The Parties agree that the presentation of each Sales Slip by the Government to the Bank shall be a warranty by the Government that at the time of the presentation of the Sales Slips to the Bank:

(a) the Sales Slips are authorised by the Cardholder and/or not obtained by any fraudulent means;

(b) the value stated in the Sales Slips evidence a bona fide sum due and owing from the Cardholder;

(c) the Cardholder concerned shall not have acquired any right of set-off or counterclaim available against the Government in respect of the value of the Sales Slips; and

(d) the Government has complied with the provisions set out in Article 5 of this Agreement.

ARTICLE 11: CONDITIONS CONCERNING THE USE OF EDC TERMINAL

11.1 Property of EDC Terminal

(a) Each EDC Terminal supplied by the Bank shall remain the property of the Bank, free from any claims or right by any third party and shall be surrendered to Bank with all the connecting equipment in good order upon demand made by the Bank.

(b) The Bank shall provide written notice to the Government prior to retrieving any EDC Terminal from the Location.

(c) In the event of termination under Article 22 of this Agreement, the Government shall return, to the Bank, the EDC Terminal, Sales

Slips and other material belonging to the Bank in connection to this Agreement.

(d) The Government shall bear the cost and expenses directly incurred or suffered by the Bank due to damage or loss of any of the EDC Terminal, Sales Slips and other materials belonging to the Bank, which is solely caused by the negligence of the Government.

11.2 Installation

(a) The Government shall provide the Bank with the suitable Location for the purpose of installation and operation of the EDC Terminal.

(b) The Government shall be responsible for the cost and expenses incurred for the necessary conduits, electrical connections outlets and electricity power required for the installation and operation of the EDC Terminal.

ARTICLE 12 : FORCE MAJEURE EVENTS

12.1 Neither the Government nor the Bank shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An “Event of Force Majeure” shall mean:

(a) war (wheather declared or not), hostilities, invasion, act of foreign enemies;

(b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;

(c) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;

(d) nuclear explosion, radioactive or chemical contamination or radiation;

(e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and

(f) riot, commotion or disorder, unless solely restricted to the Bank, its personnel, servants or agents.

12.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under this Agreement (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.

12.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

12.4 If this Agreement is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.

12.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.

12.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

ARTICLE 13 : INDEMNITY

13.1 The Bank agrees with the Government that:

(a) the Bank shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from the carrying out of this Agreement and the Government shall have no responsibility or liability whatsoever in relation to such accident, damage injury or death;

(b) the Bank shall indemnify and keep indemnified the Government from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from:

(i) the negligent use, misuse or abuse by the Bank or its personnel, servants, agents or employees appointed by the Bank;

(ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or

caused or contributed by the Bank to any person and not caused by the negligence or willful act, default or omission of the Government, its agents or servants; or

(iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Facility to the extent to which the same is occasioned or contributed to by the act, omission, neglect, breach or default of the Bank, its personnel, servants, agents or employees; and

(c) The obligations under this Article shall continue after the expiry or earlier termination after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

13.2 The Bank shall indemnify, protect and defend at its own cost and expense the Government and its agents and servants from and against all actions, claims and liabilities arising out of acts done by the Bank in the performance of this Agreement including the use or violation of any copyright works or literary property or patented invention, article or appliances.

ARTICLE 14 : WAIVER

The waiver by any Party of any breach of any terms of this Agreement committed by the other Party shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

ARTICLE 15 : PROHIBITION OF ASSIGNMENT

Each Party shall not be entitled to assign or charge any right or assign any obligation under this Agreement.

ARTICLE 16 : DISCLOSURE OF INFORMATION

No Party shall without the prior written approval of the other Party, be entitled to disclose any information relating to this Agreement to any agent or subcontractor appointed or engaged by the Party or to any authorised person in connection with any eCard products and in the event such approval is obtained from the other Party, the Parties undertake to ensure that such disclosure is reserved for the purpose intended and shall not be used to discriminatory disclose information.

ARTICLE 17: NOTICES

17.1 Any notices, demands, invoices, permissions, claims or consent required, authorised, permitted or contemplated to be served of given hereunder shall be in writing signed by or on behalf of the Party concerned and shall be deemed to have been sufficiently served or given if served by hand or mailed by registered mail or sent by facsimile to the below state addressee and intended recipient :

For the Government

Address :

Facsimile No. :

For the Bank

Address :

Facsimile No. :

17.2 Any change of address of the Parties as specified herein shall be duly notified to the other by giving one (1) month prior written notice.

17.3 Any notice sent by facsimile transaction shall be deemed served when despatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered personally or by courier.

ARTICLE 18 : SERVICE OF LEGAL PROCESS

18.1 The Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by hand or by prepaid registered or ordinary post to the respective addresses of the Parties herein before mentioned and such service shall be deemed to be duly served after the expiration of five (5) days from the date it is posted and, if delivered by hand, on the day it is delivered.

18.2 No change of address of either Party herein mentioned shall be effective or binding on either Party unless that Party has given to the other actual notice of the change of address and nothing done in reliance on sub-clause (1) above shall be affected or prejudiced by any subsequent change in the said address over which the other Party has no actual knowledge of at the time the act has done or carried out.

ARTICLE 19 : IMPLIED TERMS

This Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.

ARTICLE 20 : ENTIRE AGREEMENT

This Agreement constitutes all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Agreement and supersedes in all respect all previous representations, warranties, agreements and undertakings, if any, made between the Parties hereto with respect to the subject matter herein prior to the execution of this Agreement.

ARTICLE 21 : CONFIDENTIALITY

The Parties hereby undertakes to ensure that this Agreement and all matters pertaining hereto including but not limited to, all information relating to Cardholders shall be treated as confidential in nature and shall not be disclosed to any third party unless the said disclosure is mandatory by law.

ARTICLE 22 : TERMINATION

22.1 Termination by the Government

22.1.1 Default by the Bank

In the event the Bank without reasonable cause:

(a) suspends and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(b) fails or persistently neglects to carry out its obligations under this Agreement;

(c) defaults in performing the duties under this Agreement; or

(d) breaches any of its obligations or fail to comply with any other terms and conditions of this Agreement, then the Government shall give notice in writing to the Bank specifying the default and requiring the Bank to remedy such default within thirty (30) days after the date of the notice. If the Bank fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

22.1.2 General Default

If at any time:

(a) an order is made or a resolution is passed for the winding-up of the Bank, except for the purpose of reconstruction or amalgamation not involving the realisation of assets in which the interest of creditors are protected;

(b) the Bank goes into liquidation or a receiver is appointed over the assets of the Bank or the Bank makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or

(c) execution is levied against a substantial portion of the Company's assets, unless it has instituted proceedings in good faith to set aside such execution, then the Government shall have right to

terminate this Agreement forthwith by giving notice to that effect.

22.1.3 Consequences of Termination By the Government

Upon termination of this Agreement under Article 22.1.1 or 22.1.2,

(a) the Bank shall at its own cost and expenses, remove all the EDC Terminal from the Location; and

(b) the Government shall claim against the Bank for any losses and damages suffered as a result of the termination of this Agreement, provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement.

22.2 Termination by the Bank

22.2.1Default by the Government

If the Government without reasonable cause fails to perform or fulfill any of its obligations which adversely affects the Bank's obligation under this Agreement, then the Bank may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties.

If the Government fails to remedy the relevant default within such period as agreed by the Parties, the Bank shall be entitled

to terminate this Agreement at any time by giving notice to that effect.

22.2.2 Consequences of Termination by the Bank

Upon such termination, the Bank shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

(a) the Government shall pay the Bank all monies due and payable to the Bank as at the date termination of the Agreement and which have not been paid provided that the Government shall be entitled to deduct such sum due to the Government from the Bank under this Agreement; and

(b) the Bank shall at its own cost and expenses, remove all the EDC Terminal from the Location.

22.3 Termination on national interest

22.3.1 Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice to that effect to the Bank (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

22.3.2 For the purposes of this Article, what constitutes “national interest”, “interest of national security”, ”Government policy” and “public policy” shall be solely made and determined by the Government and such determination shall for all intent and

purposes be final and conclusive and shall not be open to any challenge whatsoever.

22.4 Termination by the Government

22.4.1 Notwithstanding Article 22.1, 22.2 and 22.3, the Government, after giving 90 days written notice shall have the right to terminate this Agreement.

22.4.2 Upon such termination, the Bank shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

(a) the Government shall pay the Bank all monies due and payable to the Bank as at the date termination of the Agreement and which have not been paid provided that the Government shall be entitled to deduct such sum due to the Government from the Bank under this Agreement; and

(b) the Bank shall at its own cost and expense, remove all the EDC Terminal from the Location.

ARTICLE 23 : ARBITRATION

23.1 If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties or which cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitration to be agreed between the Parties, and failing such agreement, to be nominated on the application of either party by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the

Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the Parties.

23.2 Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the center.

23.3 The reference of any matter, dispute or claim to arbitration pursuant to this Article and / or the continuance of any arbitration proceedings consequent thereof shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

ARTICLE 24 : MISCELLANEOUS

24.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

24.2 Each Party agrees to pay legal fees (on a Solicitor and Client basis) and other cost and expenses incurred or suffered by the other Party in the enforcement of each other's right and entitlement under this Agreement.

24.3 The Bank shall not, without the Government’s prior written consent, assign or transfer to a third party all or any of the benefits or obligations of this Agreement.

24.4 This Agreement shall be binding on the Parties' personal representatives, heirs, successors in-title and permitted assigns.

24.5 No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing by way of a supplementary agreement specifically referring to this Agreement and duly signed by the Parties.

24.6 The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of this Agreement and the invalidity or unenforceability provisions shall be severed from this Agreement to the extent of such invalidity or unenforceability without affecting the remaining terms and conditions of this Agreement.

24.7 The captions and headings to the clauses of this Agreement are for reference only and do not affect the interpretation and/or enforcement of the provisions of this Agreement.

24.8 All communication between the Parties pertaining to this Agreement shall be in Bahasa Malaysia or English Language.

24.9 Time whenever mentioned shall be of the essence of this Agreement.

IN WITNESS whereof the Parties to this Agreement have caused this Agreement to be duly executed on the day and year first above written.

Signed for and on behalf)
THE GOVERNMENT OF MALAYSIA)
)

……

In the presence of :)
)
)

……
)

Signed for and on behalf)
(Name of Bank))
……
)

……)

In the presence of :)
)
)

……
)

KERAJAAN MALAYSIA

Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

PERBENDAHARAAN MALAYSIA

KANDUNGAN

e-PAYMENT **.....2**

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e-PAYMENT

PS 2.2 Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

1. Tujuan

1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan pungutan hasil dan terimaan bukan hasil secara *online* bagi perkhidmatan yang dihoskan di laman sesawang Kementerian atau Jabatan.

2. Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

2.1 Pungutan secara *online* ini merangkumi transaksi secara *direct debit,* Kad Kredit (MasterCard dan Visa) dan Kad American Express (Amex). Pelaksanaan transaksi secara *direct debit* hendaklah melalui *Financial Process Exchange* (FPX) sebagai *Payment Gateway*. *Payment Gateway Provider* perlu juga menyediakan perkhidmatan pembayaran menggunakan Kad Kredit dan Kad Amex.

2.2 Bagi pungutan hasil, pembayaran boleh dibuat melalui *direct debit,* Kad Kredit dan Kad Amex. Manakala bagi terimaan bukan hasil, kaedah pembayaran secara *direct debit* sahaja yang dibenarkan.

2.3 Pungutan hasil dan terimaan bukan hasil secara *online* ini boleh dilaksanakan melalui laman sesawang Kementerian atau Jabatan. Walau bagaimanapun, sekiranya perkhidmatan tersebut dilaksanakan melalui Portal Perkhidmatan Awam, Kementerian atau Jabatan hendaklah merujuk kepada Unit Pemodenan Tadbiran Dan Perancangan Pengurusan Malaysia (MAMPU).

3. Kadar Caj Perkhidmatan Secara *Online*

3.1 Perbendaharaan Malaysia telah memutuskan caj perkhidmatan untuk pungutan hasil akan ditanggung oleh Kementerian atau Jabatan. Manakala caj perkhidmatan untuk terimaan bukan hasil seperti pembayaran balik pinjaman perlu dibiayai oleh orang awam.

3.2 Bagi melaksanakan kaedah ini, kadar caj perkhidmatan untuk *direct debit* melalui FPX adalah seperti berikut:

i. *Customer To Government* (C2G) adalah tidak melebihi RM0.50 bagi setiap transaksi; dan

ii. *Business To Government* (B2G) adalah tidak melebihi RM1.00 bagi setiap transaksi.

3.3 Kadar caj perkhidmatan untuk Kad Kredit dan Kad Amex adalah tidak melebihi 1.8% bagi setiap transaksi. Selain daripada caj perkhidmatan tersebut di atas, tiada caj lain boleh dikenakan oleh *Payment Gateway Provider*.

4. Syarat Pelantikan Institusi Kewangan ("Bank")

4.1 Urusan pungutan hasil dan terimaan bukan hasil secara *online* boleh dikendalikan melalui mana-mana bank sebagai *Payment Gateway Provider* yang:

i. Dilesenkan di bawah Akta Bank dan Institusi-institusi Kewangan 1989;

ii. Mempunyai ibu pejabat atau tempat perniagaan utamanya di Malaysia; dan

iii. Di bawah kawalan tempatan.

4.2 Bagi memeterai perjanjian di antara Kementerian atau Jabatan dengan bank, format perjanjian yang perlu diguna pakai adalah seperti di **Lampiran A** (*Payment Gateway Provider Agreement*).

5. Perakaunan Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

5.1 Bagi pungutan hasil, bank yang dilantik boleh menolak caj perkhidmatan pada kadar yang telah ditetapkan daripada amaun kasar yang dipungut dan menyerahkan amaun bersih kepada Kementerian atau Jabatan. Walau bagaimanapun, Kementerian atau Jabatan perlu mengakaunkan amaun kasar yang dipungut sebagai hasil dan jumlah caj perkhidmatan yang telah ditolak oleh bank sebagai perbelanjaan.

5.2 Bagi terimaan bukan hasil, bank yang dilantik perlu menyerahkan kepada Kementerian atau Jabatan, amaun kasar yang dipungut tidak termasuk caj perkhidmatan yang dibiayai oleh orang awam.

5.3 Pekeliling Tatacara Perakaunan berkenaan perakaunan pungutan hasil dan terimaan bukan hasil secara *online* hendaklah juga dirujuk.

5.4 Kementerian atau Jabatan perlu memastikan peruntukan kewangan adalah mencukupi bagi menampung jumlah caj perkhidmatan bagi pungutan hasil yang akan dikenakan oleh bank yang dilantik.

LAMPIRAN

LAMPIRAN A

AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

BANK……

(Company No: 98127-X)

****

PAYMENT GATEWAY PROVIDER AGREEMENT

****

DATED DAY OF YEAR

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THIS AGREEMENT is made on the day of (Month/Year)

BETWEEN

The GOVERNMENT OF MALAYSIA, who for the purpose of this Agreement is represented by (name of Agency) having its address at …….. **("the Government")** of the one part;

AND

BANK ……. (Co. No. 98127-X), a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at the …… (**address)** ……..**("the Bank")** of the other part,

(both hereinafter singularly referred to as **"the Party"** and collectively as "the Parties").

WHEREAS-

A. The Government is the owner of ……(name of the portal) portal ("thePortal") which provides online services to the Public.

B. The Government is desirous of enabling the Public to make online payment for the services provided via the Portal.

C. Pursuant to an Agreement dated 1st February 2005 between the Bank and MasterCard International Inc., the Bank is duly licensed to provide payment facilities via Credit Card through the MasterCard Internet Gateway Service (MIGS) Processing Services ("MPS").

D. Pursuant to an Agreement dated 15th Oktober 2004 between the Bank and FPX Gateway Sdn. Bhd., the Bank has subscribed to the Financial Process Exchange facility which authorises the Bank to provide payment facilities via direct debit of customers' accounts ("FPX").

E. The Government had, via a letter of appointment dated…….. agreed to appoint the Bank to provide the MPS and FPX ("the Services") to the Government in respect of its online services and the Bank has agreed to do so on the terms and conditions as hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

PART A
GENERAL

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless this Agreement otherwise requires, the following definitions shall apply in this Agreement:

"Bank Account" - means any savings or current account or any other accounts of the Public with the Bank or any Participating Financial Institution;

"Credit Card" - means a validly issued and unexpired MasterCard and VISA cards bearing distinctive service marks, designs and styles as may from time to time be determined and issued by the Issuer and

		shall where the context so permits include any one or more or all the aforesaid cards;
"Commission"	-	means the amount chargeable by the Bank to the Government at the agreed rate, as stipulated under Clause 5;
"Financial Process Exchange ("FPX ")"	-	means an internet-based online payment gateway system which facilitates payment via direct debit of the Public's Bank Account;
Main Collection Account	-	means a collection account maintained at the main bank of the Accounting Office, where all government collection is credited. For the purpose of this Agreement, Accounting Office shall mean Accountant General's Office at state level including Sabah and Sarawak branches, Self Accounting Department in the Ministries and the State Treasury Office.
"MasterCard Processing Services ("MPS ")"	-	means an internet-based online payment gateway system which facilitates payment via Credit Card of the Public;
"Issuer"	-	means any bank or financial institution or other organisations who are members of MasterCard International and VISA International and who are authorised to issue Credit Card;

“Participating Financial Institution”	-	means an incorporated financial institution licensed under the Banking and Financial Institutions Act 1989 [Act 372] or the Islamic Banking Act 1983 [Act 276] or any other written law, who participates in the FPX;
“Portal”	-	means the Government interactive websit of the where the Public can subscribe online products and/or services provided by the Government; and where the Bank provides the Services in accordance with this Agreement;
“Public”	-	means an individual subscribing or to a business the online organization products and/or services provided by the Government;
"Services"	-	means the payment processing system service via the MPS and FPX payment gateway provided by the Bank to the Government in accordance with this Agreement;
“Service Delivery Point”	-	means the telecommunications point to which the Government’s portal connects to access the MPS and FPX;
Sub-Collection Account”	-	means a collection account maintained at Bank Islam, as payment gateway provider, where all monies collected electronically by the Government is credited and transferred to the Main Collection Account.

1.2 Interpretation

(a) The Recitals, Schedules hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement provided however that in the event of any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply:

(i) the Clauses; and
(ii) the Schedules

(b) Reference to Recitals, Clauses and Schedules are to be construed as references to Recitals, Clauses and Schedules of this Agreement, unless otherwise provided herein.

(c) All references to provisions of statutes include such provisions as amended, modified or re-enacted.

(d) The words “law” and “laws” mean any present or future law and any constitution, decree, judgment, legislation, order, ordinance, statute, treaty, directive, by-law, rule or regulation as amended from time to time.

(e) Words applicable to natural persons shall also apply to any body of persons, companies, corporation, firm or partnership incorporated or unincorporated.

(f) The expression ‘this Agreement” or any similar expression shall comprise the Recitals, Clauses and Schedules of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time.

(g) Words importing any gender shall include any other gender.

(h) Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1 hereof.

(i) The heading and sub-headings to the Clauses of this Agreement are for convenience of reference only and shall not affect the interpretation and construction thereof.

(j) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.

(k) For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period or from a specified date, the period is inclusive of and time begins to run from the date so specified.

(l) Wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression “or any other period agreed in writing between the Parties from time to time”.

(m) Any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession in Malaysia.

(n) Any reference to a “working day” is to a day other than a Saturday, Sunday (except for States where Saturday and Sunday are working days, such reference excludes a Thursday and Friday) and any other day which is declared by the Government of Malaysia as a public holiday and any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar.

(o) Any reference to “normal business hours” in relation to the Government shall mean the hours between 7.30 a.m. to 5.30 p.m. from Monday to Friday.

(p) Any reference to “writing” or cognate expressions, include any communication effected by telex, cable, facsimile transmission, electronic mail or other comparable means.

1.3 Entire agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

2. CONTRACT PERIOD

2.1 This Agreement shall be valid for a period of twenty four (24) months (“the Contract Period”) commencing from …… (‘the Effective Date”) to……..(“the Contract Expiry Date”).

2.2 Extension of Contract Period

The Bank may apply to the Government in writing for an extension of the Contract Period not less than three (3) months prior to the Contract Expiry Date if it intends to extend the Contract Period. The Government shall have the absolute discretion whether or not to consider such application. If such application is considered, the Parties may, as soon as reasonably practicable after the receipt of such application by the Government, negotiate the terms and conditions of such extension not later than one (1) month prior to the Contract Expiry Date. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

PART B
SCOPE OF SERVICES

3. SCOPE OF SERVICES

3.1 Mode

The Bank shall provide the Services to the Government in the following manner:

(a) allows the Public to make payment in the manner described in clauses 3.2 and 3.3 for the products or services traded or transacted by Public via the Portal;

(b) ensures that all payments made by the Public to the Government for the online products or services traded or transacted via the Portal are credited into the accounts of the Government in accordance with this Agreement;

(c) ensures that all online payments made by the Public via FPX and MPS are secured.

3.2 FPX

(a) The Bank shall, via the FPX services, enable the Public to make payment for the products or services offered by the Government via the Portal, by way of direct debit from their respective Bank Accounts.

(b) The Bank shall assure the Government of payment for all successful transactions and shall not repudiate any such payment made via the FPX services.

(c) The Bank shall at its own costs, obtain and renew the MSC Trustgate certificate for FPX for the use of the Government.

(d) The transaction flow of the FPX services is as described **in Schedules A1 and A2.**

3.3 MPS

(a) The Bank shall, via MPS, enable the Public to make payment for the products or services offered by the Government via the Portal, by way of Credit Card.

(b) The Bank shall ensure full automation of authentication or payment in accordance with Visa/MasterCard rules.

(c) The Bank shall at its own costs, pay the annual subscription fee for the MPS services.

(d) The transaction flow of the MPS is as described in Schedules B1 and B2.

(The space below is intentionally left blank)

PART C
IMPLEMENTATION

4. IMPLEMENTATION OF SERVICES

4.1 Implementation requirements

The Parties agree to implement the Services in the following manner:

4.1.1 Registration

(a) The Bank shall provide the registration form to the Government to register for access to the gateway server of the Services payment systems;

(b) The Government shall complete the registration form for the Services and submit the same to the Bank together with a photocopy of the identification card of the Government's contact persons.

4.1.2 Installation and Integration

(a) Upon the successful registration by the Government, the Bank shall, at its own costs, provide the Government with an implementation kit which consists of software plug-in and manual guide;

(b) Upon receiving the implementation kit from the Bank, the Government shall install and integrate the MPS and FPX software plug-in at the Portal, configure the integration and connect to the MPS and FPX payment gateway systems as referred to in the manual guide provided by the Bank;

(c) The Bank shall provide the sample coding and respond to the Government's inquiries during the installation and integration processes by the Government;

(d) The Bank shall co-ordinate and conduct the user acceptance test ("UAT") together with the Government, as more described in **Schedule D**;

(e) The Bank shall co-ordinate and prepare for migration to the production stage of the Services;

(f) The Bank shall obtain the sign-off document from the Government for the purposes of the production of the Services and provide the production plug-in to the Government for installation and integration;

(g) The Bank shall co-ordinate and conduct the live testing together with the Government for the roll–out implementation.

4.2 Service Level

4.2.1 The Bank shall store all transaction records and information securely and shall maintain its data processing system in good order and working condition to enable the continuity of the Services;

4.2.2 The Bank shall provide and perform the Services in a proper manner and in accordance with the Service Level Term as described in **Schedule E**.

4.3 Proper Functioning Of Services

4.3.1 The Bank shall provide the Government with the online administration tool for MPS to enable the Government to perform administration function and/or for reconciliation purpose;

4.3.2 The Bank shall provide the industry standard data security and fraud detection services which will be notified to the Government at the commencement of this Agreement and shall update the Government in the event of any change;

4.3.3 The Bank shall inform the Government upon the occurrence of any (unscheduled down time) factor or event, which might affect the Services and shall update the Government once the factor or event is no longer occurring.

4.4 Remittance of funds

The Bank shall remit the value of successful transactions to the collection account of the Government in accordance with Clause 6 of this Agreement.

4.5 Reports

The Bank shall provide, without any charge, reports either in the form of hardcopy or softcopy, for all the transactions on the Portal, to the Government in accordance with Clause 8.

4.6 Protection of Personal Data

The Bank shall ensure that all personal data collected, used or disclosed in the course of this Agreement shall be used solely for the purpose for which it was collected unless otherwise agreed to by the owner of the personal data.

4.7 Changes to the software or hardware

Each Party shall provide prior notice to the other, of not less than thirty (30) days or any such period as agreed by the Parties in the event of any changes to the software and/or hardware or any part of the system relating to the MPS and/or FPX and/or the Government's Portal. Upon notification of the changes made, the Bank shall assist the Government to perform any test, if required.

5. COMMISSION CHARGEABLE

5.1 The Government shall pay commission to the Bank for the Services in accordance with the charges described in **Schedule C**.

or

5.1 The Bank shall deduct payment for commission from the Bank Account of the Public for the Services, in accordance with the charges described in **Schedule C**.

or

5.1 The Parties agree that where applicable, the Government shall pay commission to the Bank for the Services, and the Bank shall deduct payment for the commission from the Bank Account of the Public for the Services, in accordance with the charges described in Schedule .

5.2 Notwithstanding the above, the Parties hereby agree that the commission chargeable may be revised at any time by the Bank subject to the prior written consent of the Government.

(Note : delete whichever is not applicable)

6. REMITTANCE OF FUNDS

6.1 Notwithstanding any disputed transactions, the Bank shall remit the value of each successful transaction less the Commission (where applicable) as agreed in this Agreement to the designated bank account of the Government with the Bank ("the Sub-Collection Account") as follows:

(a) MPS

(i) The settlement cut-off time will be at 10.30 p.m daily. Any transaction after 10.30 p.m. will be included in the next settlement day.

(ii) The Bank shall remit the settlement payment to the Government on the following working day.

(b) FPX

The Bank shall remit the payment to the Government real time upon successful transaction made by the Public.

6.2 The Bank shall pay to the Sub Collection Account as specified by the Government by 11.00 a.m on the following working day from the transaction date and shall remit the same to the Main Collection Account before 4.00 p.m on the same day.

6.3 The Bank shall pay compensation to the Government for any late remittance of funds under clause 6 if it is caused or contributed to by any act or omission or negligence of the Bank or its employees. The amount of compensation to be paid for each day of delay or any part thereof shall be based on the amount to be remitted multiplied by the Islamic Inter Bank Money Market Rate per annum, as determined by Bank Negara Malaysia from time to time and the number of days delayed divided by 365 days as follows:

$$\frac{\text{Amount to be remitted x Islamic Inter Bank Rate x No of days delayed}}{365}$$

7. UNDER OR OVER PAYMENT BY THE BANK

In the event of any under or over payment made by the Bank to the Government in respect of the Services, the Bank shall notify the Government in writing explaining the error in the payment by the Bank. The Bank shall upon receiving the written consent by the Government, remit the amount due to the Government in the case of under payment and the Government shall reimburse the Bank accordingly in the case of over payment provided always, that the Government shall have received all the payments made by the Public in respect of the products or services of the Government.

8. REPORTS

The Bank shall provide, without any charge, reports ("Reports") in the form, format, method and time/frequency for reporting as agreed between Parties in **Schedule F** and/or other reports as may be agreed by the Parties.

9. AUDITING

9.1 The Bank agrees that the authorised representatives of the Government including auditors shall have access to the systems and data in respect of the Services for audit purposes.

9.2 The Bank shall maintain an adequate audit trail within the system and the Government including auditors shall have access to the audit trail.

9.3 The Bank shall at its own cost and expense employ an external auditor to conduct a system, operational and data audit annually and shall submit a copy of the reports to the Government.

9.4 The Bank shall not modify or amend the audit trail log and shall maintain the audit trail log for seven (7) years.

10. CLAIMS FOR DISPUTED TRANSACTIONS

10.1 In the event of any dispute arising from the Services, the Public can lodge a complaint with their respective Participating Financial Institution or Issuer or the Bank.

10.2 Upon receipt of such complaint or where the Bank has reason to believe or had discovered that the transaction is fraudulent, the Bank shall notify the Government of the disputed transaction.

10.3 Upon notification by the Bank, the Government shall investigate and shall refund to the appropriate person the amount received within fourteen (14) days, upon the occurrence of any of the following:

(a) the Public disputes or denies the completion of the transaction that he entered into with the Government and the Government is unable to confirm otherwise; or

(b) the transaction is found to be a duplicated transaction

10.4 Fraud

(a) Assistance in Investigation

The Government shall, upon the request of the Bank, provide the Bank within fourteen (14) working days from the date of request, the following information in relation to any investigation arising out of a fraudulent transaction:

(a) Transaction date;

(b) Time;

(c) Mode of authorisation;

(d) Description of services

(b) No Liability

The Bank acknowledges that the assistance provided by the Government will not be considered in any way as an admission of liability on the part of the Government and that the Government will not be held liable in any way for any loss or damage suffered by the Bank resulting from the incidence of fraud.

(The space below is intentionally left blank)

PART D
OBLIGATIONS OF THE PARTIES

11. OBLIGATIONS OF THE BANK

11.1 Standard of care and skill

11.1.1 The Bank shall perform its obligations under this Agreement –

(a) by exercising professional judgement and practice requisite skill and using qualified and experienced personnel;

(b) with due care, diligence and efficiency;

(c) in accordance with sound principles and best practices in the communication, management and information technology industry;

(d) in such manner as shall always safeguard and protect theGovernment's interests and with all necessary and proper steps taken to prevent abuse or uneconomical or inefficient use of facilities or resources made available to the Bank; and

(e) in accordance with the provisions of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Bank hereby represents and warrants to the Government that –

(a) it is a company validly existing under the laws of Malaysia;

(b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and business as contemplated under this Agreement;

(c) it has taken all necessary corporate actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;

(d) as at the execution date of this Agreement, neither the execution nor performance by it of this Agreement nor any transactions contemplated by this Agreement shall violate in any respect of any provision of:

(i) its Memorandum and Articles of Association; or

(ii) any other document or agreement, which is binding upon it or its assets;

(e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(f) this Agreement constitutes a legal, valid and binding obligation and is enforceable in accordance with its terms and conditions;

(g) it has obtained the necessary licence, authorisation, approvals and certifications in providing the Services and the fulfilment of its obligations under this Agreement;

(h) the Services shall be provided in conformity with the standards generally observed in the industry for similar services; and

(i) the execution of this Agreement and the performance of its obligationsunder this Agreement will not cause a breach by the Bank of any duty arising in law or equity.

The Bank acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

(The space below is intentionally left blank)

PART E
LIABILITY AND INDEMNITY

13. INDEMNITY

13.1 Indemnity against Infringement

The Bank shall, at its own costs and expense, fully indemnify the Government against all claims, demands, liabilities and costs incurred by the Government if the Services, or any part thereof, infringes the copyright, trade secrets, patent and trademarks and other intellectual property rights of any third party provided that such infringement –

(a) is not caused by the acts of the Government other than the normal use of the Services; or

(b) relates to any hardware and software procured by the Bank for the purposes of this Agreement.

13.2 Notice of Claim or Demand

The Government shall give notice to the Bank of any such claim or demand that is made against the Government and the Bank in such event shall defend any such claim or demand and make settlements thereof at its own expense in order to settle or oppose it.

13.3 The Bank's Obligations

(a) If at any time an allegation of infringement of a third party's rights is made, or in the Bank's opinion is likely to be made, in respect of any part used for the purpose of the Services, the Bank shall at its own costs and expenses:

i) obtain for the Government the right to continue using such part; or

ii) modify or replace the part (without detracting from the functionality specified under or pursuant to this Agreement and without affecting the performance of the works as a whole) so as to avoid infringement and in consequence thereof, provide the relevant training for usage of such modification or replacement (if necessary),

and the Government agrees that it shall provide the Bank with all reasonable assistance (other than financial assistance) required to exercise such options.

13.4 Liquidated Ascertained Damages

13.4.1 If the Bank fails to comply with any of its obligation which results in the unavailability of the Services to the Government, the Bank shall pay theGovernment liquidated ascertained damages (LAD) in accordance with the method of calculation described in Schedule E for each day the Services is unavailable.

14. OTHER INDEMNITY

14.1 Other Indemnity

14.1.1The Bank shall be liable for and shall indemnify and keep the Government fully indemnified from and against –

(a) any demand, action, damage, expense, liability, loss, claim, suits or proceedings whatsoever arising under any law of Malaysia in respect of an accident, damage, injury or death to any person including defamation, libel and slander or in respect of injury or damage of any kind to any property real or personal by reason of the carrying out of this Agreement; or

(b) any direct damage to the Government and/or the Government's property, to the extent that the same is occasioned by (a) defects in any aspect of the Services and/or (b) the gross negligent acts or omissions of the Bank, its agents and their respective employees committed in the course of their respective engagements or employment and shall hold the Government harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting there from.

14.2 Liability Upon Expiry or Earlier Termination

The expiry or earlier termination of this Agreement shall not affect the liability of the Bank for any of its acts or omissions during the Contract Period and the Government shall be kept indemnified and held harmless in respect of any claim arising there from.

14.3 Notification

The Government shall inform the Bank of any claim or proceedings or anticipated claim or proceedings against it in respect of the matters covered by this Clause as soon as practicable after it becomes aware of such claim or proceedings.

15. TERMINATION

Termination by the Government

15.1 Default by the Bank

In the event the Bank without reasonable cause -

(a) suspends the Agreement and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(b) fails to execute the Agreement in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;

(c) defaults in performing the duties under this Agreement; or

(d) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then the Government shall give notice in writing to the Bank specifying the default and requiring the Bank to remedy such default within thirty (30) days after the date of the notice. If the Bank fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

15.2 General Default

If at any time during the Contract Period –

(a) an order is made or a resolution is passed for the winding-up of the Bank, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;

(b) the Bank goes into liquidation or a receiver is appointed over the assets of the Bank or the Bank makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or

(c) execution is levied against a substantial portion of the Bank's assets, unless it has instituted proceedings in good faith to set aside such execution,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

15.3 Consequences of Termination by the Government

Upon termination of this Agreement under Clause 15.1 or 15.2 :

(a) the powers and rights granted to the Bank under this Agreement shall terminate immediately;

(b) the Bank shall –

(i) forthwith cease all Services;

(ii) submit to the Government the detailed reports of the last status of the Services rendered and any payments which has become due and owing from the Government prior to the termination, for verification and approval by the Government; and

(iii) terminate all third party contracts entered into by the Bank in respect of carrying out the Agreement.

(c) the Government shall -

(i) be entitled to claim against the Bank for all the losses and damages suffered (if any) as a result of the termination of this Agreement; and

(ii) be entitled to appoint a third party to perform this Agreement.

Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

Termination by the Bank

15.4 Default by the Government

If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Bank's obligations under this Agreement, then the Bank may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties. If the Government fails to remedy the relevant default within such period or such other extended period, the Bank shall be entitled to terminate this Agreement at any time by giving notice to that effect.

15.5 Consequences of Termination by the Bank

Upon such termination, the Bank shall accept the following undertaking by the Government as full and complete settlement of all claims under or arising out of this Agreement -

(a) the Government shall pay the Bank all monies due and payable to the Bank as at the date of the termination of this Agreement which have not been paid (if any) under this Agreement; and

(b) the Bank shall cease to carry out the obligations under this Agreement.

15.6 Termination on National Interest

Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice to that effect to the Bank (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

For the purposes of this Clause, what constitutes “national interest”, “interest of national security”, “Government policy” and “public policy” shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

15.7 Termination on Corruption

(a) Without prejudice to any other rights, if the Government is satisfied thatthe Bank, its personnel or agents is or are involved in corruption in relation to this Agreement, the Government shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the Bank.

(b) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.

16. *FORCE MAJEURE*

16.1 Events of *Force Majeure*

Neither the Government nor the Bank shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations

thereunder as a result of the occurrence of an Event of *Force Majeure*. An "Event of *Force Majeure*" shall mean an event not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall include –

(a) war, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or act of terrorism;

(b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods subsidence, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) that causes or can reasonably be expected to cause either Party to fail to comply with its obligations.

16.2 Event of *Force Majeure* Affecting the Bank

If an Event of *Force Majeure* occurs by reasons of which the Bank is unable to perform any of its obligations under this Agreement, the Bank shall inform the Government as soon as reasonably practicable of the occurrence of that Event of *Force Majeure* and take all reasonable measures to mitigate any delay or interruption to the Services.

16.3 Event of *Force Majeure* Affecting the Government

If an Event of *Force Majeure* occurs by reason of which the Government is unable to perform any of its obligations under this Agreement, the Government shall inform the Bank as soon as reasonably practicable of the occurrence of that Event of *Force Majeure* and shall take all reasonable measures to mitigate any delay or interruption to the Services.

16.4 Termination by *Force Majeure*

If either Party considers the event of *Force Majeure* to be of such severity or to be continuing for such period of time that either Party is unable to perform any of its obligations hereunder, this Agreement may be terminated by mutual agreement.

16.5 Determination of Event of *Force Majeure*

Neither Party shall be entitled to rely upon the provisions of Clause 16.4 above if both Parties reasonably determine that an Event of *Force Majeure* has not occurred. If either Party does not agree that an Event of *Force Majeure* has not occurred the dispute may be referred to the Dispute Resolution Committee.

16.6 Effect of Termination

Where this Agreement is terminated pursuant to Clause 16.5, the Bank shall comply with all instructions and directions given by the Government.

16.7 Continuing Obligations

For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of *Force Majeure* and such obligations shall, pending the outcome of Clause 16.5 continue in full force and effect.

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PART F
DISPUTE RESOLUTION

17. DISPUTE RESOLUTION COMMITTEE

17.1 Composition of the Dispute Resolution Committee

Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee ("the Dispute Resolution Committee") comprising:

(a) the Secretary General of the Ministry of …. or his representative / the Director General of the Department of …….. or his representative as the Chairman ; **

(b) two (2) representatives appointed by the Government; and

(c) two (2) representative appointed by the Bank.

17.2 Independent Expert

The Dispute Resolution Committee may appoint an independent expert to advise it on any matter referred to it and all costs, fees and expenses of anyindependent expert so appointed shall be borne equally by the Parties.

17.3 Amicable Settlement

The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavor to achieve an amicable settlement between the Parties in respect of any matter referred to it.

** (Note : delete whichever is not applicable)

17.4 Non-settlement

If any matter, dispute or claim, which is referred to the Dispute Resolution Committee cannot be mutually agreed by the Parties within thirty (30) days after the date of referral, then either party may refer that matter, dispute or claim to arbitration pursuant to Clause 18.

18. ARBITRATION

18.1 Submission

If any matter, dispute or claim cannot be settled amicably by the Parties hereto within thirty (30) days after the same have been referred to the Dispute Resolution Committee, then the matter, dispute or claim may be referred by either Party to an arbitrator to be agreed between the Parties, or failing agreement, to be nominated on the application of any Party by the Director of the Kuala Lumpur Regional Centre for Arbitration and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005.

18.2 Venue and Rules

The arbitration proceedings shall be held at the Kuala Lumpur Regional Centre for Arbitration using the arbitration rules of the centre and utilizing the facilities and system available at that centre.

18.3 Language of Proceedings

The arbitration proceedings shall be conducted in the English language and/or Bahasa Melayu.

18.4 Costs

Each Party shall bear its own costs of the arbitration proceedings.

18.5 Decision and Award Binding

The decision and award of the arbitrator shall be final and binding on the Parties.

18.6 Continuity

The reference to any matter, dispute or claim to arbitration pursuant to this Clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

(The space below is intentionally left blank)

PART G
MISCELLANEOUS PROVISIONS

19. CONFIDENTIALITY

19.1 Confidentiality of Agreement

This Agreement and all matters pertaining hereto shall be considered as confidential information ("Confidential Information").

19.2 Non-Disclosure

Except with the prior written consent of the Government and subject to Clause 19.3, the Bank, its personnel and agents shall not at any time –

(a) communicate to any person or body or entity except those employees, agents and other suppliers on a need-to-know basis, any Confidential Information disclosed to it for the purpose of the Agreement or discovered by it in the course of the provision and performance of the Agreement;

(b) make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Agreement; or

(c) make or cause to be made any press statement or otherwise relating to the Agreement nor publish or cause to be published any material whatsoever relating to the Agreement.

19.3 Exceptions

The obligations in Clause 19.2 shall not apply to any Confidential Information which -

(a) is in the Bank's possession (with full right to disclose) before receiving it from the Government;

(b) is or becomes public knowledge other than by breach of Clause 19.2;

(c) is independent or developed by the Bank without access to or use of the Confidential Information; or

(d) is lawfully received from a third party (with full rights to disclose).

19.4 Survival

Clause 19 shall continue in force notwithstanding the termination of this Agreement for any reason.

20. NOTICES

(a) Any notices, demands, invoices, permissions, claims or consent required, authorized, permitted or contemplated to be served or given hereunder shall be in writing signed by or on behalf of the Party concerned and shall be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such addresses or facsimile number which is duly acknowledged -

For the Government :

Address :

Telephone No. : (603 -…….)

Facsimile No. : (603 - …….)

For the Bank :

Address : XXXXXX

XXXXXX

Telephone No. : (603 -.....)

Facsimile No. : (603 - …….)

(b) Any change of address of the Parties as specified herein shall be duly notified to the other by giving one (1) month prior written notice. No change of address of either Party herein mentioned shall be effective or binding on either Party unless that Party has given to the other Party the actual notice of the change of address.

(c) Any notice sent by facsimile transaction shall be deemed served when despatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered personally or by courier.

21. NO AGENCY AND NO PARTNERSHIP

21.1 No Agency

The Bank shall not hold itself out to be the principal or agent of the Government for any purpose and under no circumstances shall any action of the Bank shall bind the Government.

21.2 No Partnership

Nothing contained in this Agreement shall be construed as creating or be deemed to imply a partnership between the Government and the Bank.

22. AMENDMENT

No amendment, modifications or waiver of any provision of this Agreement shall have any legal force or effect unless made by mutual consent and made in writing by way of a Supplementary Agreement specifically referring to this Agreement and duly signed by each of the Parties hereto.

23. WAIVER

Failure by either Party to enforce at any time, any provisions of this Agreement shall not be construed as a waiver of its right to enforce against the breach of such provision or any other provision in this Agreement or as a waiver of anything continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

24. SEVERABILITY

If any provision of this Agreement or any part thereof is rendered void, illegal or unenforceable by any legislation to which it is subjected, it shall be rendered void, illegal or unenforceable to that extent and no further. Such provision which is rendered void, illegal or unenforceable shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties hereto in accordance with the applicable law and the remainder of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal or unenforceable provision.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the Parties irrevocably submit to the exclusive jurisdiction of the court of Malaysia.

26. COMPLIANCE WITH APPLICABLE LAWS

The Bank shall comply with all applicable laws and with all directions, orders requirements and instructions given to the Bank by any authority competent to do so under any applicable law.

27. ASSIGNMENT

This Agreement may not be assigned (by operation of law or otherwise) or otherwise transferred in whole or in part by the Bank unless the Bank has received prior written permission from the Government. To the extent the Bank is permitted to assign this Agreement, all provisions of this Agreement shall be binding upon the Bank's successors or assigns.

28. BINDING EFFECT

This Agreement shall be binding upon the Parties hereto and their personal representatives, heirs, successors in-title and permitted legal assigns.

29. COSTS AND STAMP DUTY

All costs incidental to the preparation and completion of this Agreement and all duties payable shall be borne and paid for by the Bank.

30. TIME

Time wherever mentioned herein shall be of essence for the purposes of any provision of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year herein before appearing.

Signed by)

for and on behalf of)

in the presence of:)

)

Signed by)

for and on behalf of)

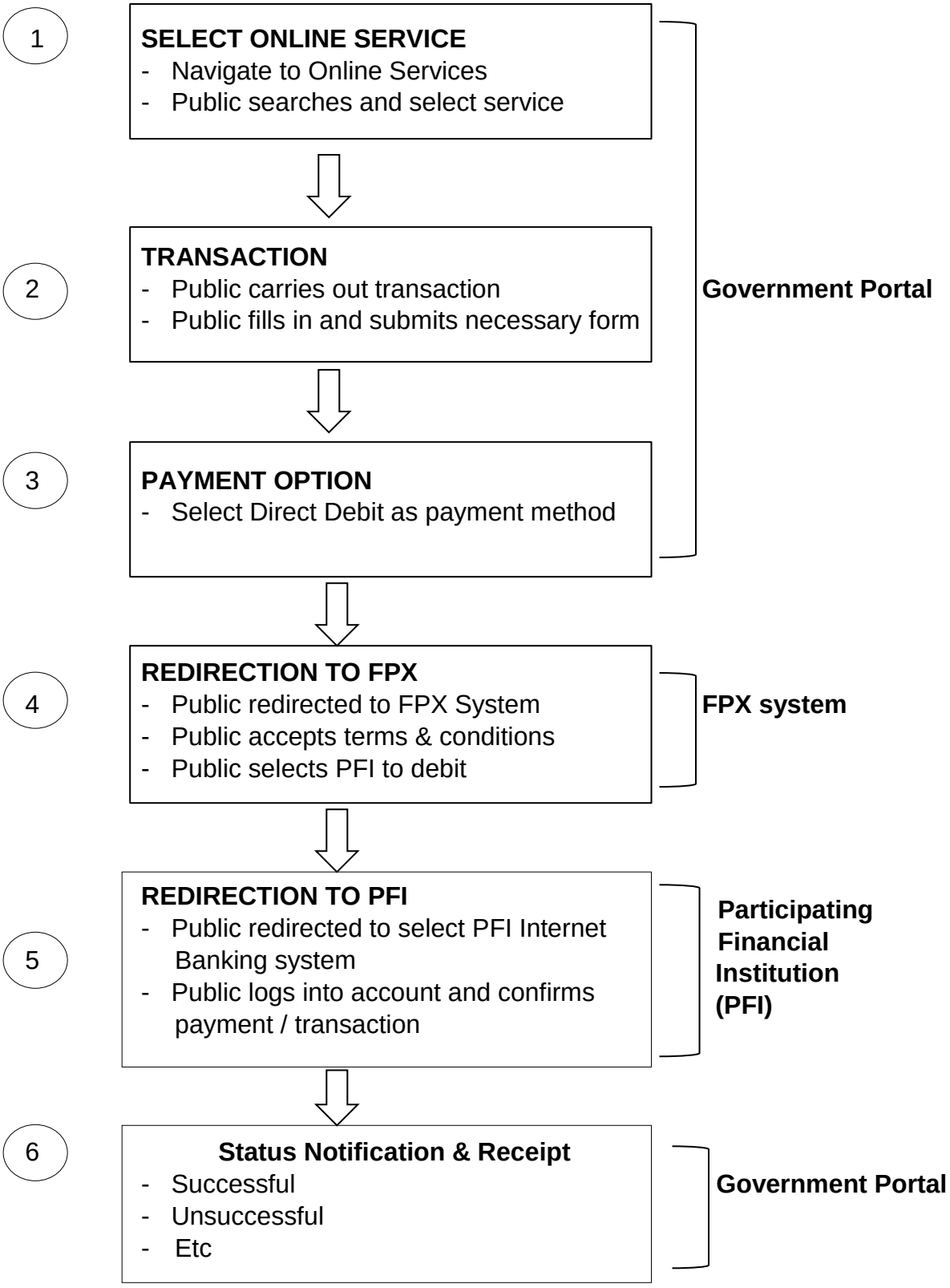
BANK .....)

)

in the presence of:)

)

SCHEDULE A1
FPX TRANSACTION FLOW



SCHEDULE A2
FPX TRANSACTION FLOW

For FPX

1. Log on to the Public Service Portal.

2. Select the Agency offering the online products and/or services.

3. Select online products and/or services detail.

4. Select FPX as mode of payment.

5. At FPX page, choose paying bank from the list of Participating Financial Institution.

6. Log in to respective Participating Financial Institution’s Internet Banking account using existing user identification and password.

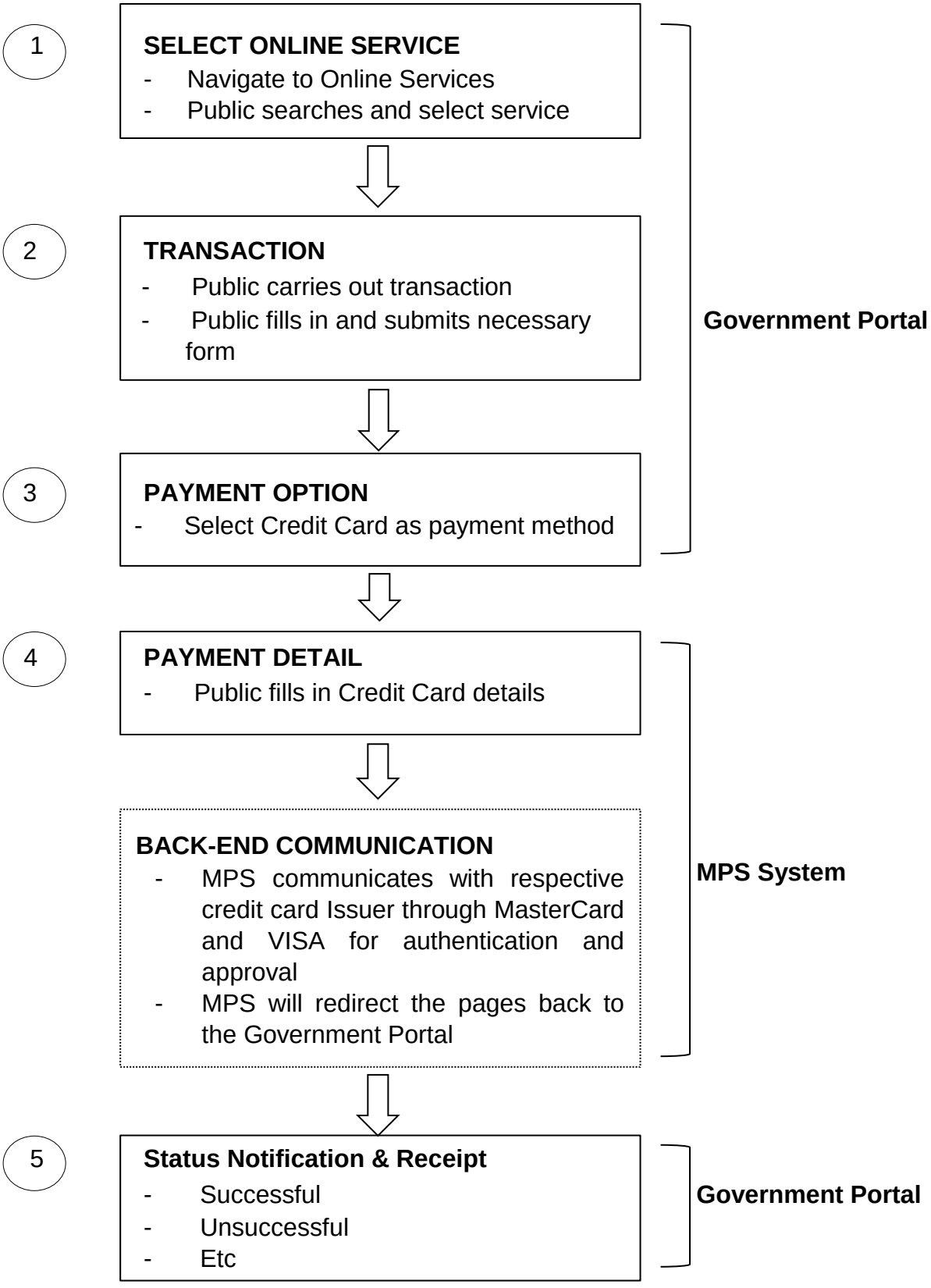
7. Choose which Bank Account to debit and make payment.

8. Upon successful transaction, confirmation from the Participating Financial Institution will be displayed.

9. Subsequently, confirmation from FPX system will be displayed.

10. Finally, the Public Service Portal will display its confirmation page detailing the transaction details.

SCHEDULE B1
MPS TRANSACTION FLOW



SCHEDULE B2
DETAILED MPS TRANSACTION FLOW

For MPS

1. Log on to the Public Service Portal

2. Select the Agency offering the online products and/or services.

3. Select online products and/or services detail.

4. Select MPS as mode of payment.

5. At MPS page, choose MasterCard or VISA Credit Card to pay from.

6. Enter Credit Card details i.e. Credit Card number, expiry date, card verification number (“CVV”).

7. Enter password if the Credit Card is enrolled with secure authentication system (MasterCard Secure Code or Verified by VISA).

8. Upon successful transaction, confirmation from MPS system will be displayed.

9. Finally, the Public Service Portal will display its confirmation page detailing the transaction details.

SCHEDULE C
COMMISSION CHARGEABLE

Payment Gateway	Commission per transaction
FPX	
Transaction by an individual (C2G)	RM0.50
Transaction by a business entity (B2G)	RM1.00
MPS	1.8 % of the transacted value.

SCHEDULE D
USER ACCEPTANCE TEST

OBJECTIVE

The purpose of this Schedule is to describe in detail the preparation and tasks to be performed in respect of the User Acceptance Test (UAT) in relation to the Services.

1. Upon notification by the Government, the Bank shall:

    1.1 reserve the UAT environment with FPX Gateway Sdn Bhd an MasterCard International Inc., one (1) week before performing the UAT.

    1.2 provide the following test data:

        1.2.1 for FPX
            1.2.1.1 bank account number
            1.2.1.2 internet banking user identification and password
            1.2.1.3 collection account
            1.2.1.4 seller identification
            1.2.1.5 exchange identification

        1.2.2 for MPS
            1.2.2.1 credit card number
            1.2.2.2 expiry date
            1.2.2.3 password
            1.2.2.4 CVV number
            1.2.2.5 merchant identification

    1.3 provide the test script detailing:
        1.3.1 the number of transaction to perform
        1.3.2 the test criteria which include successful transaction an exception transaction

1.4 provide the end of day test report to the Government as follows:

1.4.1 for FPX

1.4.1.1 FPX transaction report

1.4.1.2 FPX text file

1.4.2 for MPS

1.4.2.1 MPS transaction report

1.4.2.2 MPS settlement report

2. UAT Period

The Government shall notify the Bank the time period required for the UAT.

3. UAT Time

The UAT shall be performed from 10.00 am to 4.00 pm on working days in Kuala Lumpur.

4. UAT Support

The Bank shall provide the UAT support during the UAT. Any problem encountered during the UAT, the Government shall notify the Bank for escalation and rectification.

5. UAT Transactions Flow

5.1 For FPX:

5.1.1 Log on to the Government's portal.

5.1.2 Select online products and/or services detail.

5.1.3 Select FPX as mode of payment.

5.1.4 At FPX page, choose paying bank from the list of Participating Financial Institution.

5.1.5 Log in to respective Participating Financial Institution's Internet Banking account using existing user identification and password.

5.1.6 Choose which Bank Account to debit and make payment.

5.1.7 Upon successful transaction, confirmation from the Participating Financial Institution will be displayed.

5.1.8 Subsequently, confirmation from FPX system will be displayed.

5.1.9 Finally, the Government's portal will display its confirmation page detailing the transaction details.

5.2 For MPS:

5.2.1 Log on to the Government's portal

5.2.2 Select online products and/or services detail.

5.2.3 Select MPS as mode of payment.

5.2.4 At MPS page, choose MasterCard or VISA Credit Card to pay from.

5.2.5 Enter Credit Card details i.e. Credit Card number, expiry date, card verification number ("CVV").

5.2.6 Enter password if the Credit Card is enrolled with secure authentication system (MasterCard Secure Code or verified by VISA).

5.2.7 Upon successful transaction, confirmation from MPS system will be displayed.

5.2.8 Finally, the Government's portal will display its confirmation page detailing the transaction details.

SCHEDULE E
SERVICE LEVEL TERM

OBJECTIVE

The purpose of this Schedule is to set out the standard measures and performance level to be provided by the Bank in respect of the Services.

1. Operating requirements

1.1 Service Availability

1.1.1 MPS

Twenty-four (24) hours, seven (7) days a week

1.1.2 FPX

7.00 a.m. to 11.00 p.m., seven (7) days a week

1.2 System Availability

The monthly minimum percentage of the system availability up to the Service Delivery Point, excluding the Scheduled Downtime prescribed under item 1.3 below is as follows:

1.2.1 MPS

Ninety eight percent (98%)

1.2.2 FPX

Ninety eight percent (98%)

1.3 Scheduled Downtime Management.

1.3.1 MPS

Maximum of four (4) hours per calendar month.

1.3.2 FPX

Maximum of four (4) hours per calendar month.

Scheduled downtime shall be informed to the Government seven days in advanced.

2. System Availability Report

The Bank shall provide the system availability report to the Government as follows:

2.1. MPS

2.1.1 Monthly Report as indicated in Annexure C

2.1.2 The Report will be made available on the fourth (4th) week of the following month or as and when required by the Government.

2.2. FPX

2.2.1 Monthly Report as indicated in Annexure D

2.2.2 The Report will be made available on the forth (4th) week of the following month.

3. Problem Resolution

3.1 For FPX

All rectification required shall be attended within four (4) hours and resolved in accordance to the problem severity.

3.2 For MPS

Severity	Example Definition	Resolution Objective
1	Any error or fault that has a critical impact on both the Bank and its Agencies ability to use the service e.g. the MIGS Payment System is unavailable.	1-2 hours

2	Any error or fault, which restricts the use of service by the Bank or its Agencies, e.g. some transactions are not being processed or processing is slow	<4 hours
3	Any error or fault that reduces the functionality or benefit of the service e.g. unresolved irregularity in reporting.	<7 days
4	Bank request for supporting information to assist the monitoring of service delivery standards.	<10 days

4. Helpdesk

The Bank shall provide a helpdesk support from 9.00 a.m. to 6.00 p.m., Monday to Friday for any problems and/or queries by the Government in accordance with item 3.0 above. Upon request of the Government the Bank shall extend the Helpdesk service hours.

5. Disaster Recovery Facilities

The Bank shall provide disaster recovery facilities in accordance with the disaster recovery plan as provided by MasterCard International Inc. and/or FPX Gateway Sdn Bhd.

6. Liquidated Ascertain Damages

6.1 MPS

Operational hours is 24 hours, 7 days a week

Calculation based on following;

- 24 hours x 30 days = 720 hours
- Minus 4 hours scheduled downtime = 716 hours
- 98% of 716 hours is equivalent to 702 hours
- Should the level of uptime for the Services in a particular month is less than 702 hours, the calculation for compensation is as follows:

Hours	Quantum per an hour downtime	LAD
2 hours down time for the month	RM 20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day down time

6.2 FPX

Operational hours is from 7.00 a.m. to 11.00 p.m., 7 days a week

Calculation based on following;

- 16 hours x 30 days = 480 hours
- Minus 4 hours scheduled downtime = 476 hours
- 98% of 476 hours is equivalent to 466 hours
- Should the level of uptime for the Services in a particular month is less than 466 hours, the calculation for compensation is as follows:

Hours	Quantum per an hour downtime	LAD
2 hours of downtime for the month	RM 20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day down time

SCHEDULE F
REPORTS

OBJECTIVE

The purpose of this Schedule is to describe in detail the reports in relation to the Services.

1. FPX

1.1 The Bank will provide the softcopy of FPX reports with the following minimum information:

(a) Date and time of transaction
(b) Seller ID
(c) Payer ID
(d) Payer Name
(e) FPX Transaction ID
(f) Seller Order Number
(g) Transaction Amount
(h) Commission Amount
(i) Net Amount
(j) Transaction Count

1.2 The Bank will also provide the softcopy of text file with the following file minimum information:

(a) Payer Code (Agency as collection station)
(b) Date (Header, Detail)
(c) Transaction Count
(d) Total Amount
(e) Bill Reference 1 (FPX ID)
(f) Bill Reference 2 (Seller Order Number)
(g) Bill Reference 3
(h) I/C No.
(i) Name
(j) Transaction Amount

1.3 The Bank will make available the FPX report and text file on daily basis and will provide the Agency with a user ID and password to access the designated bill payment server to obtain the FPX reports and text file for reconciliation purpose.

2. MPS

2.1 The Bank will provide the softcopy of merchant settlement report with the following minimum information on the next working day:

(a) Date and time of transaction
(b) Card Number
(c) Merchant ID
(d) Terminal ID
(e) Number of Transaction
(f) Gross Amount
(g) Commission Amount
(h) Net Amount
(i) Total Amount

2.2 The Bank will also provide the softcopy of text file for MPS with the following minimum information:

(a) Merchant ID
(b) Date (Header and Detail)
(c) Transaction Count
(d) Reference Number
(e) Card Number
(f) Card Type
(g) Transaction Amount
(h) Commission Amount
(i) Net Amount
(j) Approval Code

KERAJAAN MALAYSIA

Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih

PERBENDAHARAAN MALAYSIA

KANDUNGAN

e-PAYMENT **.....2**

PS 2.3 Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih 2

1. Tujuan 2

2. **Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih 2**

3. Kadar Caj Perkhidmatan Secara Perbankan Internet Dan Mudah Alih 2

4. Perakaunan Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih 3

5. Akuan Pembayaran 3

6. Perjanjian.....3

e-PAYMENT

PS 2.3 Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih

1. Tujuan

1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan pungutan hasil dan terimaan bukan hasil melalui perbankan internet dan mudah alih.

1.2 Perbankan internet merupakan pembayaran melalui portal bank bagi urusan Kerajaan. Perbankan mudah alih merupakan pembayaran melalui bank bagi urusan Kerajaan dengan menggunakan telefon mudah alih.

2. Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih

2.1 Bagi pungutan hasil, pembayaran boleh dibuat melalui *direct debit*, Kad Kredit (MasterCard dan VISA) dan Kad American Express (Amex). Manakala bagi terimaan bukan hasil, kaedah pembayaran secara *direct debit* sahaja yang dibenarkan.

3. Kadar Caj Perkhidmatan Secara Perbankan Internet Dan Mudah Alih

3.1 Perbendaharaan Malaysia telah memutuskan caj perkhidmatan untuk pungutan hasil akan ditanggung oleh Kementerian atau Jabatan. Manakala caj perkhidmatan untuk terimaan bukan hasil seperti pembayaran balik pinjaman perlu dibiayai oleh orang awam

3.2 Bagi melaksanakan kaedah ini, kadar caj perkhidmatan untuk *direct debit* adalah tidak melebihi RM0.50 bagi setiap transaksi individu dan tidak melebihi RM1.00 bagi setiap transaksi entiti perniagaan.

3.3 Kadar caj perkhidmatan untuk Kad Kredit dan Kad Amex adalah tidak melebihi 1.8% bagi setiap transaksi.

3.4 Selain daripada caj perkhidmatan tersebut di atas, tiada caj lain boleh dikenakan oleh pihak bank.

4. Perakaunan Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Perbankan Internet Dan Mudah Alih

4.1 Bagi pungutan hasil, pihak bank boleh menolak caj perkhidmatan daripada amaun kasar yang dipungut dan menyerahkan amaun bersih kepada Kementerian atau Jabatan. Walau bagaimanapun, Kementerian atau Jabatan perlu mengakaunkan amaun kasar yang dipungut sebagai hasil dan jumlah caj perkhidmatan sebagai perbelanjaan.

4.2 Bagi terimaan bukan hasil, bank perlu menyerahkan kepada Kementerian atau Jabatan, amaun kasar yang dipungut tidak termasuk caj perkhidmatan yang dibiayai oleh orang awam.

4.3 Pekeliling Tatacara Perakaunan berkenaan perakaunan pungutan hasil dan terimaan bukan hasil melalui perbankan internet hendaklah juga dirujuk.

4.4 Kementerian atau Jabatan hendaklah bertanggungjawab memastikan bahawa peruntukan adalah mencukupi untuk mengakaunkan bayaran caj perkhidmatan. Sekiranya peruntukan bagi bayaran caj perkhidmatan tidak mencukupi, pelarasan perlu dibuat.

5. Akuan Pembayaran

5.1 Akuan pembayaran melalui perbankan internet yang dicetak dari paparan portal bank dan nombor rujukan akuan pembayaran melalui perbankan mudah alih boleh dianggap sebagai bukti transaksi pembayaran.

6. Perjanjian

6.1 Tertakluk kepada peraturan di bawah pekeliling ini, format perjanjian yang disediakan oleh pihak bank boleh diguna pakai bagi pelaksanaan pungutan ini.

KERAJAAN MALAYSIA

Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *PosOnline*

PERBENDAHARAAN MALAYSIA

KANDUNGAN

e-PAYMENT **2**

PS 2.4/2013 Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *PosOnline* **2**

1. Tujuan **2**

2. **Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *Posonline*** **2**

3. Kadar Caj Perkhidmatan **2**

4. Perakaunan Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *PosOnline* **3**

5. Tempoh Pemindahan Wang **3**

6. Perjanjian Di Antara Kementerian Atau Jabatan Dan Pos Malaysia Berhad **4**

LAMPIRAN..... **5**

e-PAYMENT

PS 2.4/2013 Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *PosOnline*

1. Tujuan

1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan pungutan hasil dan terimaan bukan hasil melalui rangkaian Pejabat Pos dan *PosOnline*.

2. Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *Posonline*

2.1 Pungutan hasil dan terimaan bukan hasil ini merangkumi perkhidmatan kaunter dan pembayaran *online* melalui *PosOnline*. Perkhidmatan kaunter tersebut merangkumi rangkaian Pejabat Pos dan Pos Mini. Manakala *PosOnline* adalah melalui portal *PosOnline* yang boleh dicapai di *www.posonline.com.my*

2.2 Bagi pungutan hasil dan terimaan bukan hasil di kaunter, hanya terimaan wang tunai sahaja dibenarkan. Manakala bagi bayaran melalui *PosOnline*, pembayaran secara *direct debit* boleh dilakukan melalui bank yang bekerjasama dengan Pos Malaysia Berhad.

3. Kadar Caj Perkhidmatan

3.1 Perbendaharaan Malaysia telah memutuskan caj perkhidmatan untuk pungutan hasil melalui Pos Malaysia Berhad akan ditanggung oleh Kementerian atau Jabatan. Manakala caj perkhidmatan untuk terimaan bukan hasil seperti pembayaran balik pinjaman perlu dibiayai oleh orang awam.

3.2 Bagi melaksanakan kaedah ini, kadar caj perkhidmatan adalah seperti berikut:

Kaedah	Caj Perkhidmatan
Kaunter	Tidak melebihi RM2.00 bagi setiap transaksi
Online	Tidak melebihi RM0.50 bagi setiap transaksi

Kadar caj perkhidmatan hendaklah dirunding oleh Kementerian atau Jabatan dengan Pos Malaysia Berhad berasaskan kepada bilangan transaksi dan kompleksiti sistem Kementerian atau Jabatan berkenaan.

3.3 Selain daripada caj perkhidmatan tersebut di atas, tiada caj lain boleh dikenakan oleh Pos Malaysia Berhad.

4. Perakaunan Pungutan Hasil Dan Terimaan Bukan Hasil Melalui Rangkaian Pejabat Pos Dan *PosOnline*

4.1 Bagi pungutan hasil, Pos Malaysia Berhad boleh menolak caj perkhidmatan pada kadar yang telah dipersetujui di antara Kementerian atau Jabatan dan Pos Malaysia Berhad, daripada amaun kasar yang dipungut dan menyerahkan amaun bersih kepada Kementerian atau Jabatan. Walau bagaimanapun, Kementerian atau Jabatan perlu mengakaunkan amaun kasar yang dipungut sebagai hasil dan jumlah caj perkhidmatan yang telah ditolak oleh Pos Malaysia Berhad sebagai perbelanjaan.

4.2 Bagi terimaan bukan hasil, Pos Malaysia Berhad perlu menyerahkan kepada Kementerian atau Jabatan, amaun kasar yang dipungut tidak termasuk caj perkhidmatan yang dibiayai oleh orang awam.

4.3 Pekeliling Tatacara Perakaunan berkenaan perakaunan pungutan hasil dan terimaan bukan hasil melalui rangkaian Pejabat Pos dan *PosOnline* hendaklah juga dirujuk.

4.4 Kementerian atau Jabatan hendaklah bertanggungjawab memastikan bahawa peruntukan adalah mencukupi untuk mengakaunkan bayaran caj perkhidmatan. Sekiranya peruntukan bagi bayaran caj perkhidmatan tidak mencukupi, pelarasan perlu dibuat.

5. Tempoh Pemindahan Wang

5.1 Pos Malaysia Berhad hendaklah memindahkan dana kepada akaun bank agensi Kerajaan dalam tempoh seperti berikut:-

Tempoh Pemindahan Wang	Lokasi Kutipan
T + 1 hari	Semua kutipan melalui rangkaian Pejabat Pos di seluruh Semenanjung Malaysia dan *PosOnline*.
T + 1 hari	Semua kutipan melalui rangkaian Pejabat Pos di negeri Sabah/Sarawak/Labuan.

*T bermaksud hari transaksi (*transaction day*)

6. Perjanjian Di Antara Kementerian Atau Jabatan Dan Pos Malaysia Berhad

6.1 Bagi memeterai perjanjian di antara Kementerian atau Jabatan dan Pos Malaysia Berhad, format perjanjian yang perlu diguna pakai adalah seperti di **Lampiran A** (*Agency Agreement*).

LAMPIRAN

Lampiran A

AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

POS MALAYSIA BERHAD
(Company No: 229990-M)

****

AGENCY AGREEMENT

****

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THIS AGREEMENT is made on this …… day of …… 2008

BETWEEN

The **GOVERNMENT OF MALAYSIA**, who for the purpose of this Agreement is represented by …….. (name of the relevant Federal Government Ministry/Department) having its address at …….. (hereinafter referred to as "**the Government**") of the one part;

AND

POS MALAYSIA BERHAD (COMPANY NO. 229990-M) a company incorporated in Malaysia under the Companies Act 1965 and having its registered office **at Level 33, Menara Dayabumi, Jalan Sultan HIshamuddin, 50050 Kuala Lumpur**, (hereinafter referred to as "**PMB**") of the other part.

(hereinafter collectively referred to as the "**Parties**" and individually referred to as "**Party**").

WHEREAS —

A) PMB has been granted a license by the Minister of Energy, Water and Communications of Malaysia to be the exclusive provider of mail services in Malaysia and PMB has the system and infrastructure in place to collect payments on behalf of the corporations from the users/customers of their services/products throughout Malaysia to do all other acts specified therein.

B) For the purpose of facilitating the collection of dues and/or payments under any Bill (as hereinafter defined) issued by the Government to the public, the Government is desirous to appoint and PMB has agreed to accept such appointment to provide the Services (as hereinafter defined);

C) Pursuant to the above, the Parties hereto are desirous of entering into this Agreement to set forth the entire understanding between them with respect to, inter alia, their rights and obligations upon the terms and conditions hereinafter set forth.

Now, therefore, in consideration of these promises and the mutual covenants and agreement herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:-

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expression shall have the following meaning unless the context otherwise requires:

"Bill"	means any form of notice, including but not limited to any invoices, summons, penalties or assessments, issued by the Government to the public, wherein monies are due and/or payable to the Government;
"Business Day"	means a day (other than Sunday, Saturday or public holidays), on which banks, licensed to carry on banking business under the provisions of the Banking and Financial Institutions Act 1989, are open for business in their respective locations in Malaysia. In States where the banks are closed for business on days other than Saturdays and Sundays and/or public holidays 'Business Day' shall be construed and interpreted accordingly;
"Channel"	means the Outlets and PosOnLine;

"Commission"	means the amount chargeable by PMB to the Government or the public at the mutually agreed rate as stipulated under Clause 6;
"File Transfer Protocol"	means the database and/or transfer mode which has been setup on PMB's server, containing daily data and report of payments made to and/or collected by PMB for and on behalf of the Government;
"Outlets"	means PMB's 687 post offices outlet including 334 post mini outlets as of 1 September 2008, which may be reviewed from time to time;
"Payment Collection"	means payment made by the public in respect of the Bill and accepted and collected by PMB for and on behalf of the Government through its Channel in cash or any other mode of payment that may be agreed by both Parties from time to time and subject to the terms and conditions of this Agreement;
"PosOnline"	means Pos Malaysia transaction internet portal at www.posonline.com.my; and
"Services"	means the services provided by PMB for and on behalf of the Government in collecting the payment from the public through the Channel.

1.2 Interpretation

(a) The recitals, schedules hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement provided however that in the event of any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply:

i) the clauses; and
ii) the schedules

(b) Reference to Recitals, Clauses and Schedules are to be construed as reference to recitals, clauses and schedules of this Agreement, unless otherwise provided herein;

(c) All references to provisions of statutes include such provisions as amended, modified or re-enacted;

(d) References to section, subsection, Clause, exhibit, appendix or schedule are references to section, subsection, Clause, exhibit, appendix or schedule to this Agreement;

(e) The words “law” and “laws” mean in any present or future law and any constitution, decree, judgment, legislation, order, ordinance, statutes, treaty, directive, by-law, rule or regulation as amended from time to time;

(f) Words applicable to natural persons shall also apply to any body of person, companies, corporation, firm or partnership incorporated or unincorporated;

(g) The expression ‘this agreement’ or any similar expression shall compromise the Recitals, Clauses and Schedule of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time;

(h) Words importing any gender shall include any other gender;

(i) Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1 thereof;

(j) The headings and subheadings to the clauses of this Agreement are for convenience of reference only and shall not affect the interpretation and construction thereof;

(k) Where any word or expression is defined in this agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined;

(l) Any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession in Malaysia;

(m) Any reference to "normal business hours" in relation to the Government shall mean the hours between 7.30am to 5.30pm from Monday to Friday but for states where Friday andSaturday are not working days, Friday shall be excluded and Sunday shall be included; and

(n) Any reference to "writing" or cognate expression, including any communication effected by telex, cable, facsimile, transmission, electronic mail or other comparable means.

1.3 Entire Agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied and oral or written.

2. APPOINTMENT

The Government hereby appoints PMB for the purposes of providing the Services and PMB hereby accepts such appointment and undertakes to provide the Services subject to the terms and conditions of this Agreement.

3. CONTRACT PERIOD

3.1 Contract Period

This Agreement shall be valid for a period of two (2) years (hereinafter referred to as "**the Contract Period**") commencing from …….. (hereinafter referred to as the "**Effective Date**") to ……. (hereinafter referred to as the "**Contract Expiry Date**").

3.2 Extension of Contract Period

PMB may apply to the Government in writing for an extension of the Contract Period not less than three (3) months prior to the Contract Expiry Date if it intends to extend the Contract Period. The Government shall have the absolute discretion whether or not to consider such application. If such application is considered, the Parties may, as soon as reasonably practicable after the receipt of such application by the Government, negotiate the terms and conditions as such extension not later than one (1) month prior to the Contract Expiry Date. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

(The space below is intentionally left blank)

PART B

SCOPE OF SERVICES

4. SCOPE OF SERVICES

4.1 Scope

PMB shall provide the Services to the Government in the following manner:-

4.1.1 allows the public to make payment in the manner described in Clause 5 of this Agreement;

4.1.2 undertake that all payments made by the public to the Government are credited into the accounts of the Government in accordance with Clause 7 of this Agreement;

4.1.3 undertake that all payments made by the public are secured; and

4.1.4 undertake that the service levels as described in Schedule B are complied with at all times during the Contract Period.

(The space below is intentionally left blank)

PART C

IMPLEMENTATION

5. IMPLEMENTATION OF SERVICES

PMB agrees to implement the Services in the following manner:-

5.1 Collection of Payment

5.1.1 Any payment for the Bill can be made to and/or collected by PMB for and on behalf of the Government either over the counter at the Outlets or through PosOnline (payment steps and processes as set out in “Schedule D” herein).

5.1.2 (a) For payments of the Bill over the counter at the Outlets, the upper portion of the Bills containing an endorsement stating that the payment has been made or a receipt in a form/format to be mutually agreed by both Parties shall be returned forthwith to the person who made such payment.

(b) For payments of the Bills through PosOnline, a virtual receipt with transaction reference number will be generated therefrom for the person who made such payment.

5.1.3 At the end of each Business Day, the data containing information of the payment will be uploaded by PMB and processed at PMB’s host system. Daily data and report as per Schedule C will be available at the File Transfer Protocol (FTP) server for the Government by 8.00am on the following Business Day. The data will be kept in the FTP server for one month after which period such data will be transferred to PMB’s archive.

5.2 Successful upload from PMB’s Channel to host computer.

5.2.1 At the end of each Business Day, PMB shall transmit all relevant data in connection with the Payment Collection from its Channel, to its host computer. The host computer shall process the said data accordingly in order to make the data as prescribed in Schedule C available in the manner stipulated in Clause 10.

5.2.2 The data processed under Clause 5.2.1 shall be kept in a file and shall be available and ready to be downloaded by the

Government, through internet using FTP mode from PMB's FTP server by 8.00 am on the next Business Day. In the event the Government is not able to download such data through internet, both Parties shall agree on the manner as how such data shall be furnished to the Government.

5.2.3 Such processed data shall be kept in PMB's FTP server for one calendar month from the day it was processed and the Government may download the files during the said period.

5.3 Failure to upload from PMB's Channel to host computer.

In the event PMB fails to transmit the data in accordance with Clause 5.2.1, PMB shall furnish to the Government the processed data in respect of the transactions carried out on the said transaction day not later than the next Business Day after the said transaction day.

6. COMMISSION CHARGEABLE

6.1 In consideration of PMB providing the Services in accordance with this Agreement, the Parties agree that the Commission payable to PMB shall be in the following manner:

(a) The Government shall pay Commission to PMB for the Services in accordance with the charges described in Schedule A. For this purpose, PMB shall deduct the Commission chargeable from the Payment Collection;

and/or

(b) PMB shall charge and collect the Commission from the public or from their account, as the case may be, for the Services, in accordance with the charges described in Schedule A.

6.2 Notwithstanding Clause 6.1, in the event the Government requires PMB to carry out any technical changes to its system or revision of the service level for the purpose of the Services (hereinafter referred to as the "**Changes**"), PMB shall consider such request for the Changes and submit to the Government within fourteen (14) Business Days of receipt of such request for the Changes or such other period as may be determined by both Parties, the details and costs of the Changes required for the Government's approval. In the event the Government

agrees with the proposal submitted by PMB including any revisions thereof, the Parties shall mutually agree on an implementation plan and timeline for the Changes. PMB shall bear costs relating to the execution of the Changes up to a maximum amount of Ringgit Seven Hundred and Fifty (**RM750.00**) only (hereinafter referred to as the "**Maximum Amount**") provided that the Maximum Amount agreed to be borne is applicable for one request only made by the Government during the Contract Period. Any additional costs beyond the Maximum Amount and all costs pertaining to any subsequent Changes requested by the Government shall be borne by the Government.

7. REMITTANCE OF PAYMENT COLLECTIONS

7.1 All Payment Collections shall be remitted to the Government in the following manner:-

7.1.1 In respect of the transactions carried out by PMB, it shall, on the next Business Day, ascertain the following base on the summary report generated by its internal system:-

(a) the total Payment Collection; and

(b) the Commission chargeable in accordance with Clause 6.1(a) by deducting such Commission from the total Payment Collections. The total amount of payment arrived at after such deduction shall be referred to as Net Payment Collection. The Net Payment Collection shall then be remitted to the Government in accordance with Clause 7.1.2.

7.1.2 PMB shall remit the Net Payment Collection to the Government via telegraphic transfer and/or Interbank Giro (IBG) to the bank account as advised by the Government within the following timeframe:-

(a) Counter

(i) T+1 Business Days for payments made over the counter at the Outlet in Semenanjung Malaysia.

(ii) T+1 Business Days for payments made over the counter at the Outlet in Sabah, Sarawak and Labuan.

(b) PosOnline

T+1 Business Days for payments made through PosOnline.

For the purpose of this Clause, T shall mean “transaction day”.

PROVIDED THAT notwithstanding the above, all outstanding amounts due to the Government (if any) pursuant to the reconciliation and closing of the accounts for each particular month, shall be paid to the Government no later than the last Business Day of the following month.

7.1.3 PMB shall furnish to the Government by 4pm via e-mail on the following Business Day the acknowledgment form issued by bank and summary report prepared by PMB in respect of the remittance made in accordance with Clause 7.1.2. In the event of system down, the said documents shall be sent to the Government by any other medium to be mutually agreed by both Parties.

7.2 In the event PMB fails to remit the Net Payment Collection in accordance with Clause 7 of this Agreement, PMB shall pay compensation to the Government for such failure if it is caused or contributed to by any act or omission or negligence on the part of PMB, its employees, agents or servants. The amount of compensation to be paid for each day of delay or any part thereof shall be based on the amount to be remitted multiplied by the interbank rate as determined by Bank Negara Malaysia from time to time and the number of days delayed divided by 365 days as follows:

$$\frac{\text{Amount to be remitted } x \text{ Interbank Rate } x \text{ No of days delayed}}{365}$$

7.3 Payment of the compensation shall be made within fourteen (14) days from the receipt of notice issued by the Government demanding such payment.

8. SERVICE LEVEL

8.1 In the event PMB fails to provide the Services in accordance with Schedule B, PMB shall pay to the Government damages stipulated in

Schedule B for such failure if it is caused or contributed to by any act or omission or negligence on the part of PMB, its employees, agents or servants.

8.2 Notwithstanding any other provisions in this Agreement, the Parties hereby agree that for purposes of imposition of damages under Clause 8, the Accountant General's Department of Malaysia shall make such demand on behalf of the Government. PMB shall make such payment to the Accountant General's Department of Malaysia within fourteen (14) Business Days from date of receipt of such demand. For the avoidance of doubt, the Parties hereby agree that the Government shall not make any claims whatsoever under this Clause.

9. UNDER OR OVER PAYMENT BY PMB

In the event of any discrepancy between the amount collected and the receipts pertaining to the collection, the Government shall immediately inform PMB in writing in respect thereof whereupon auditors from the Government shall inspect the relevant records and the receipts in PMB's Channels to verify the discrepancy. PMB and the Government shall undertake to refund each other deficit or surplus (which ever is applicable) of monies paid within fourteen (14) Business Days from the date both Parties had verified the discrepancy (if any).

10. REPORTS

PMB shall provide, without any charge to the Government, the following reports in the following manner:

10.1 transaction reports by 8.00am on the following Business Day, in the form, format and method for reporting as agreed between the Parties in Schedule C; and

10.2 the Service Availability Reports, to be make available at the File Transfer Protocol server for the Government, by the fourth week of the following month, in respect of the details of the matters described in paragraph 1, 2 and 3 of Schedule B for each month.

11. AUDITING

11.1 PMB agrees that the authorized representatives of the Government including auditors shall have access to the system and data in respect of the Services for audit purposes provided always that prior written notice within reasonable time shall first be given to PMB by the Government before the conduct of the audit and further that the audit conducted shall be at the Government's sole cost and expense.

11.2 PMB shall maintain an adequate audit trail within the system and the Government including auditors shall have access to the audit trail.

11.3 PMB shall not modify or amend the audit trail log and shall maintain the audit trail for seven (7) years.

12. DISPUTED TRANSACTIONS AND NON-COMPLIANCE WITH SERVICE LEVEL

12.1 For purposes of providing efficient and friendly Services, PMB shall take all reasonable and necessary steps to provide avenues and channels at the Outlets and on PosOnline to enable the public to make and Government and/or PMB to receive any complaints, suggestion or grouses in respect of the Services.

12.2 Upon receipt of any complaint from the public, PMB shall notify the Government within fourteen (14) Business Days from the receipt thereof. PMB shall thereafter investigate such complaint or any complaint received by the Government. If PMB requires the necessary information from the Government in relation to the fraudulent transaction, the Government shall upon such request provide PMB with the necessary information. PMB shall submit to the Government a report detailing the investigation carried out and the findings of such investigation within fourteen (14) Business Days from the date PMB notified the Government of such complaint or within fourteen (14) Business Days from the date PMB receives the necessary information from the Government on such complaint (whichever is applicable).

12.3 In the event the Government is satisfied —

(a) that the complaint made relate to a fraudulent transaction in respect of the Bill and the Payment Collection:-

(i) the Government shall refund to the appropriate person the Payment Collection received within fourteen (14) Business Days from the date the Government decide that it is fraudulent transaction; and

(ii) PMB shall refund to the Government the Commission within fourteen (14) Business Days from the receipt by PMB of such demand from the Government, if any, in respect of the refund.

For the purpose of this Clause "fraudulent transaction" shall include dispute which relate to the genuineness or duplication of a transaction completed in respect of a Bill; or

(b) that the complaint made is in respect of failure by PMB to comply with the service level described in Schedule B, then the Government shall be entitled to demand from PMB damages stipulated in Schedule B and PMB shall pay to the Government such damages within fourteen (14) Business Days from the date of receipt by PMB of a notice demanding such damages from the Government PROVIDED that payment of such compensation shall not prejudice the Government's right under this Agreement or under any other law.

12.4 For the avoidance of doubt, any payment to be made by PMB to the Government under this Agreement shall not be set-off against any payment due to PMB from the Government.

12.5 **Fraud**

(a) assistance in investigation

The Government shall, upon request of PMB, provide to PMB within fourteen (14) Business Day from the date of request, the following information in relation to any investigation arising out of a suspected fraudulent transaction:-

(i) transaction date;
(ii) time;
(iii) mode of authorization; and
(iv) description of services.

(b) No liability

PMB acknowledges that the assistance provided by the Government shall not be construed in any way as an admission of liability on the part of the Government and the Government shall not be held liable in any way for any loss or damage suffered by PMB resulting from the fraudulent transaction.

(The space below is intentionally left blank)

PART D

OBLIGATIONS OF THE PARTIES

13. OBLIGATIONS OF PMB

13.1 Standard of care and skill

PMB shall provide the Services and perform its obligations under this Agreement —

(a) by exercising professional judgment, practice requisite skill and using qualified and experienced personnel;

(b) with due care, diligence and efficiency;

(c) in accordance with sound principles and best practices in the communication, management and information technology industry;

(d) in such manner as shall always safeguard and protect the Government's interests and with all necessary and proper steps taken to prevent abuse or uneconomical or inefficient use of facilities or resource made available to PMB; and

(e) in accordance with the provisions of this Agreement.

14. OBLIGATIONS OF THE GOVERNMENT

14.1 Subject to Clauses 5.1.3 and 5.2.1 the Government shall download the said data and the data summary report from the PMB's FTP server.

14.2 The Government shall upload the FTP server and update the Public's account on the same day it receives the data using its resources.

15. REPRESENTATIONS AND WARRANTIES

PMB hereby represents and warrants to the Government that:-

(a) it is a company validly existing under the laws of Malaysia;

(b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and business as contemplated under this Agreement;

(c) it has taken all necessary corporate actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated under this Agreement;

(d) As at the execution date of this Agreement, neither the execution nor performance by it of this Agreement nor any transactions contemplated by this Agreement shall violate in any respect of any provision of:-

(i) its Memorandum and Articles of Associations; or

(ii) any other document or agreement, which is binding upon it or its assets

(e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(f) this Agreement constitute a legal, valid and binding obligation and is enforceable in accordance with its terms and conditions;

(g) it has obtained the necessary license, authorization, approvals and certifications in providing the Services and the fulfillment of its obligations under this Agreement;

(h) the Services shall be provided in conformity with the standards generally observed in the industry for similar Services; and

(i) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by PMB of any duty arising in law or equity;

AND PMB acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

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PART E

INDEMNITY

16. INDEMNITY

16.1 Indemnity against infringement

16.1.1 PMB shall, at its own cost and expense, fully indemnify the Government against all claim, demands, liabilities and costs incurred by the Government if the Services, or any part thereof, infringes the copyright, trade secrets, patent and trade marks and other intellectual property rights of any third party provided that such infringement:-

(a) is not caused by the acts of the Government other than the normal use of the Services; or

(b) relates to any hardware and software procured by PMB for the purposes of this Agreement.

16.2 Notice of Claim or Demand

16.2.1 The Government shall give notice to the PMB of any such claim or demand that is made against the Government and PMB in such event shall defend any such claim or demand and make settlement thereof at its own expense in order to settle or oppose it.

16.3 PMB's Obligations

16.3.1 If at any time an allegation of infringement of a third party's rights is made, or if in PMB's opinion is likely to be made, in respect of any part used for the purpose of the Services, PMB shall at its own costs and expenses:-

(a) obtain for the Government the right to continue using such part; or

(b) modify or replace the part (without detracting from the functionality specified under or pursuant to this Agreement and without affecting the performance of the Services) so as to avoid infringement and in

consequence thereof, provide the relevant training for usage of such modification or replacement (if necessary), and the Government agrees that it shall use its best endeavour to provide to PMB all reasonable assistance (other than financial assistance) required to exercise such options. Notwithstanding the foregoing, the Government shall not incur any liability if PMB fails to obtain such right and fail to modify or replace the infringing part.

16.4 In no event shall either Party be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including but not limited to business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence.

17. OTHER INDEMNITY

17.1 Other Indemnity by PMB

17.1.1 PMB shall be liable for and shall indemnify and keep the Government fully indemnified from and against:-

(a) any demand, action, damage, expense, liability, loss, claim, suits or proceedings whatsoever arising under any law of Malaysia in respect of any accident, damage, injury or death to any person including defamation, libel and slander or in respect of injury or damage of any kind to any property real or personal by reason of the carrying out of this Agreement; or

(b) any direct damage to the Government and/or the Government's property, to the extent that the same is occasioned by -

(i) defects in any aspect of the Services; and/or

(ii) the negligent acts or omissions of PMB, its agents and their respective employees committed in the course of their respective engagements or employment and shall hold the Government harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses,

including reasonable legal fees and expenses resulting there from.

17.2 Indemnity by Government

Without prejudice to the other provisions of this Agreement, the Government shall indemnify PMB and keep PMB indemnified from and against any payments, losses, costs, charges or expenses whatsoever, legal or otherwise which PMB may sustain, suffer or incur as a consequence of any negligent acts or omissions of the Government and/or its employees and agents arising out of or in connection with this Agreement.

17.3 Liability upon Expiry or Earlier Termination

The expiry or earlier termination of this Agreement shall not affect the liability of any Party for any of its acts or omissions during the Contract Period prior to earlier termination thereof and the aggrieved Party shall be kept indemnified and held harmless in respect of any claim arising there from.

17.4 Notification

The Government shall inform PMB of any claim or proceedings or anticipated claim or proceedings against it in respect of the matters covered by this Clause as soon as practicable after it becomes aware of such claim or proceedings.

18. TERMINATION

Termination by the Government

18.1 Default by PMB

In the event PMB without reasonable cause:-

(a) suspends this Agreement and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(b) fails to provide the Services in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;

(c) defaults in performing the duties under this Agreement; or

(d) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then the Government shall give notice in writing to PMB specifying the default and requiring PMB to remedy such default within thirty (30) days after the date of the notice. If PMB fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

18.2 General Default

If at any time during the Contract Period:-

(a) an order is made or a resolution is passed for the winding-up of PMB, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;

(b) PMB goes into liquidation or a receiver is appointed over the assets of PMB or PMB makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or

(c) execution is levied against a substantial portion of PMB's assets, unless it has instituted proceedings in good faith to set aside such execution,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

18.3 Consequences of Termination by the Government

Upon termination of this Agreement under Clause 18.1 or 18.2:-

(a) the rights granted to PMB under this Agreement shall terminate immediately and shall revert to the Government forthwith;

(b) PMB shall:-

(i) forthwith cease all Services; and

(ii) submit to the Government the detailed reports of the last status of the Services rendered and any payments which has become due and owing from the Government prior to the termination, for verification and approval by the Government.

(c) the Government shall:-

(i) be entitled to claim against PMB for all the losses and damages damages suffered (if any) as a result of the termination of this Agreement;

(ii) be entitled to claim against PMB for all monies due and payable under this Agreement; and

(iii) be entitled to appoint a third Party to perform this Agreement.

Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall survive the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

Termination by PMB

18.4 Default by the Government

If the Government without reasonable cause fails to perform or fulfill any of its obligations which adversely affects PMB's obligations under this Agreement, then PMB may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties. If the Government fails to remedy the relevant default within such period or such other extended period, PMB shall be entitled to terminate this Agreement at any time by giving notice to that effect.

18.5 Consequences of Termination by PMB

Upon such termination, the PMB shall accept the following undertaking by the Government as full and complete settlement of all claims under or arising out of this Agreement:-

(a) the Government shall pay PMB all monies due and payable to PMB as at the date of the termination of this Agreement which have not been paid (if any) under this Agreement; and

(b) PMB shall cease to carry out the obligations under this Agreement.

18.6 Effect of Termination

The right to terminate this Agreement under Clause 18.4 shall not prejudice any other right or remedy accorded to PMB in respect of the breach concerned or any other breach. Upon termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other Party under this Agreement.

18.7 Termination on National Interest

Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice to that effect to the PMB (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

For the purposes of this Clause, what constitutes “national interest”, “interest of national security”, “Government policy” and “public policy” shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

18.8 Termination on Corruption

(a) Without prejudice to any other rights, if the Government is satisfied that PMB, its personnel or agents is or are involved in corruption or unlawful or illegal activities in relation to this

Agreement or any other agreement that PMB may have with the Government, the Government shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to PMB.

(b) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Government arising from such termination.

19. FORCE MAJEURE

19.1 Events of Force Majeure

Neither the Government nor PMB shall be in breach of its obligations under this Agreement if it is unable to perform or fulfill any of its obligations thereunder as a result of the occurrence of an Event of *Force Majeure*. An "Event of *Force Majeure*" shall mean an event not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall include:-

(a) war, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or act of terrorism;

(b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods subsidence, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) that causes or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the Company to perform its obligations under this Agreement.

19.2 Event of *Force Majeure* Affecting PMB

If an Event of *Force Majeure* occurs by reasons of which PMB is unable to perform any of its obligations under this Agreement, PMB shall inform the Government as soon as reasonably practicable of the occurrence of that Event of *Force Majeure* and take all reasonable measures to mitigate any delay or interruption to the Services.

19.3 Event of *Force Majeure* Affecting the Government

If an Event of *Force Majeure* occurs by reason of which the Government is unable to perform any of its obligations under this Agreement, the Government shall inform PMB as soon as reasonably practicable of the occurrence of that Event of *Force Majeure* and shall take all reasonable measures to mitigate any delay or interruption to the Services.

19.4 Termination by *Force Majeure*

If either Party considers the event of *Force Majeure* to be of such severity or to be continuing for such period of time that either Party is unable to perform any of its obligations hereunder, this Agreement may be terminated by mutual agreement.

19.5 Determination of Event of *Force Majeure*

Neither Party shall be entitled to rely upon the provisions of Clause 18.4 above if both Parties reasonably determine that an Event of *Force Majeure* has not occurred. If either Party does not agree that an Event of *Force Majeure* has not occurred the dispute may be referred to the Dispute Resolution Committee.

19.6 Effect of Termination

Where this Agreement is terminated pursuant to Clause 19.4, PMB shall comply with all instructions and directions given by the Government.

19.7 Continuing Obligations

For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of *Force Majeure* and such obligations shall, pending the outcome of Clause 19.5 continue in full force and effect.

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PART F

DISPUTE RESOLUTION

20. DISPUTE RESOLUTION COMMITTEE

20.1 Composition of the Dispute Resolution Committee

Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee ("the Dispute Resolution Committee") comprising:-

(a) the Secretary General of the Ministry of……or his representative /the Director General of the Department of ……or his representative as the Chairman ;

(b) two (2) representatives appointed by the Government; and

(c) two (2) representative appointed by PMB.

20.2 Independent Expert

The Dispute Resolution Committee may appoint an independent expert to advise it on any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.

20.3 Amicable Settlement

The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavor to achieve an amicable settlement between the Parties in respect of any matter referred to it.

20.4 Non-settlement

If any matter, dispute or claim, which is referred to the Dispute Resolution Committee, cannot be mutually agreed by the Parties within thirty (30) days after the date of referral, then either Party may refer that matter, dispute or claim to arbitration pursuant to Clause 20.

21. ARBITRATION

21.1 Submission

If any matter, dispute or claim cannot be settled amicably by the Parties hereto within thirty (30) days after the same have been referred to the Dispute Resolution Committee, then the matter, dispute or claim may be referred by either Party to an arbitrator to be agreed between the Parties, or failing agreement, to be nominated on the application of any Party by the Director of the Kuala Lumpur Regional Centre for Arbitration and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005.

21.2 Venue and Rules

The arbitration proceedings shall be held at the Kuala Lumpur Regional Centre for Arbitration using the arbitration rules of the centre and utilizing the facilities and system available at that centre.

21.3 Language of Proceedings

The arbitration proceedings shall be conducted in the English language and/or Bahasa Melayu.

21.4 Costs

Each Party shall bear its own costs of the arbitration proceedings.

21.5 Decision and Award Binding

The decision and award of the arbitrator shall be final and binding on the Parties.

21.6 Continuity

The reference to any matter, dispute or claim to arbitration pursuant to this Clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

PART G

MISCELLANEOUS PROVISIONS

22. CONFIDENTIALITY

22.1 Confidentiality of Agreement

This Agreement and all matters pertaining hereto shall be considered as confidential information (hereinafter referred to as "**Confidential Information**").

22.2 Non-Disclosure

Except with the prior written consent of the disclosing Party and subject to Clause 22.3, the recipient Party, its personnel and agents shall not at any time:-

(a) communicate to any person or body or entity except those employees, agents and other suppliers on a need-to-know basis, any Confidential Information disclosed to it for the purpose of the Agreement or discovered by it in the course of the provision and performance of the Agreement;

(b) make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Agreement; or

(c) make or cause to be made any press statement or otherwise relating to the Agreement nor publish or cause to be published any material whatsoever relating to the Agreement.

22.3 Exceptions

The obligations in Clause 22.2 shall not apply to any Confidential Information which:-

(a) is in the recipient party's possession (with full right to disclose) before receiving it from the Government;

(b) is or becomes public knowledge other than by breach of Clause 22.2;

(c) is independent or developed by the recipient Party without access to or use of the Confidential Information; or

(d) is lawfully received from a third party (with full rights to disclose).

22.4 Survival

Clause 22 shall survive the expiry of or the earlier termination of this Agreement.

23. NOTICES

(a) Any notices, demands, invoices, permissions, claims or consent required, authorized, permitted or contemplated to be served or given hereunder shall be in writing signed by or on behalf of the Party concerned and shall be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such addresses or facsimile number which is duly acknowledged -

For the Government :

Address	:	(address of the respective Federal Government Ministry/Department)
Telephone No.	:	(…. -……)
Facsimile No.	:	(…. - ……)

For PMB :

Address	:	Pos Malaysia Berhad Head of Operations, PosNiaga Level 7, Kompleks Dayabumi 50670 Kuala Lumpur
Telephone No.	:	(603 -22741122)
Facsimile No.	:	(603 - 26946897)

(b) Any change of address of the Parties as specified herein shall be duly notified to the other by giving one (1) month prior written notice. No change of address of either Party herein mentioned shall be effective or binding on either Party unless

that Party has given to the other Party the actual notice of the change of address.

(c) Any notice sent by facsimile transaction shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered personally or by courier.

24. NO AGENCY AND NO PARTNERSHIP

24.1 No Agency

PMB shall not hold itself out to be the principal or agent of the Government for any purpose and under no circumstances shall any action of PMB shall bind the Government.

24.2 No Partnership

Nothing contained in this Agreement shall be construed as creating or be deemed to imply a partnership between the Government and PMB.

25. AMENDMENT

No amendment, modifications or waiver of any provision of this Agreement shall have any legal force or effect unless made by mutual consent and made in writing by way of a supplementary agreement specifically referring to this Agreement and duly signed by each of the Parties hereto.

26. WAIVER

Failure by either Party to enforce at any time, any provisions of this Agreement shall not be construed as a waiver of its right to enforce against the breach of such provision or any other provision in this Agreement or as a waiver of anything continuing, succeeding or

subsequent breach of any provision or other provision of this Agreement.

27. SEVERABILITY

If any provision of this Agreement or any part thereof is rendered void, illegal or unenforceable by any legislation to which it is subjected, it shall be rendered void, illegal or unenforceable to that extent and no further. Such provision which is rendered void, illegal or unenforceable shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties hereto in accordance with the applicable law and the remainder of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal or unenforceable provision.

28. APPLICABLE LAWS

This Agreement shall be governed by and constructed in accordance with the laws of Malaysia and the Parties submit to the jurisdiction of the courts of Malaysia.

29. COMPLIANCE WITH APPLICABLE LAWS

PMB shall comply with all applicable laws and with all directions, orders, requirements and instructions given to PMB by any authority competent to do so under any applicable law.

30. ASSIGNMENT

This Agreement may not be assigned (by operation of law or otherwise) or otherwise transferred in whole or in part by PMB unless PMB has received prior written permission from the Government. To the extent PMB is permitted to assign this Agreement, all provisions of this Agreement shall be binding upon PMB’s successors or assigns.

31. BINDING EFFECT

This Agreement shall be binding upon the Parties hereto and their personal representatives, heirs, successor's in-title and permitted legal assigns.

32. COSTS AND STAMP DUTY

All costs incidental to the preparation and completion of this Agreement and all duties payable shall be borne and paid for by PMB. However, each Party shall bear its own solicitors cost.

33. TIME

Time wherever mentioned herein shall be of essence for the purposes of any provision of this Agreement.

(The space below is left blank intentionally)

IN WITNESS WHEREOF the Parties hereto has executed this Agreement on the day and year herein before appearing.

Signed by)
for and on behalf of)
the Government of Malaysia)

in the presence of:)

Signed by)
for and on behalf of)
POS MALAYSIA BERHAD)

in the presence of:)

SCHEDULE A

COMMISSION CHARGEABLE

Commission rate payable to PMB per successful transactions as follows:

PosOnline	not exceeding RM0.50 per transaction
Counter Payment	not exceeding RM2.00 per transaction

For the avoidance of doubt, the issuance of a virtual receipt in respect of transaction conducted through PosOnline shall be deemed to be a successful transaction.

SCHEDULE B

SERVICE LEVEL TERM

OBJECTIVE

The purpose of this Schedule is to set out the standard measures and performance level to be provided by the PMB in respect of the Services.

1. Operating requirements

1.1 Service Availability

1.1.1 PosOnline

Twenty-four (24) hours, seven (7) days a week

1.1.2 Outlets

As the respective business hours of the Outlets. For this purpose PMB shall submit to the Government the business hours of its Outlets within 14 (fourteen) Business Day from the date of execution of this Agreement. PMB shall inform the Government forthwith any change in respect of the business hours of any of its Outlet.

1.2 System Availability

The monthly minimum percentage of the system availability as follows:-

1.2.1 PosOnline

The monthly minimum percentage of the system availability shall be ninety eight percent (98%) of the service availability stated in paragraph 1.1.1 provided that the duration of scheduled downtime shall be excluded from the determination of such availability.

1.2.2 Outlets

The monthly minimum percentage of the system availability shall be ninety eight percent (98%) of the service availability stated in paragraph 1.1.2 provided that the duration of scheduled downtime shall be excluded from the determination of such availability.

1.3 Scheduled Downtime Management.

1.3.1 PosOnline

Maximum of four (4) hours per calendar month.

1.3.2 Outlets

Maximum of four (4) hours per calendar month.

PMB shall inform the Government in writing seven (7) days prior to any scheduled downtime and shall further provide notification at the Channels of the scheduled downtime at least seven (7) consecutive days prior to such scheduled downtime.

2. Problem Resolution

2.1 The public is to contact 1300 300 300, visit any of the Outlets or email to csc@pos.com.my.

2.2 The public to provide the following details for faster processing:-

- Name
- Contact No
- Pay to (Billing Organization)
- Payment Amount
- Transaction Date
- Brief Inquiry/Problem Description

2.3 For purposes of addressing any complaints made by the public, clause 11 of this Agreement shall apply.

3. Helpdesk

The PMB shall provide a helpdesk support from 9.00 a.m. to 6.00 p.m., Monday to Friday for any problems and/or queries by the Government in accordance with item 2.0 above. Upon request of the Government the PMB shall extend the Helpdesk service hours.

4. Liquidated damages

4.1 In the event that PMB fails to provide the Services –

(a) in accordance with this Schedule; or

(b) PosOnline and the Outlets system operations down time exceed 2 hours (except for scheduled downtime),

PMB shall pay to the Government by way of penalty the sum of RM20 per hour provided that the sum payable shall not exceed RM100 per day.

SCHEDULE C

REPORTS

OBJECTIVE

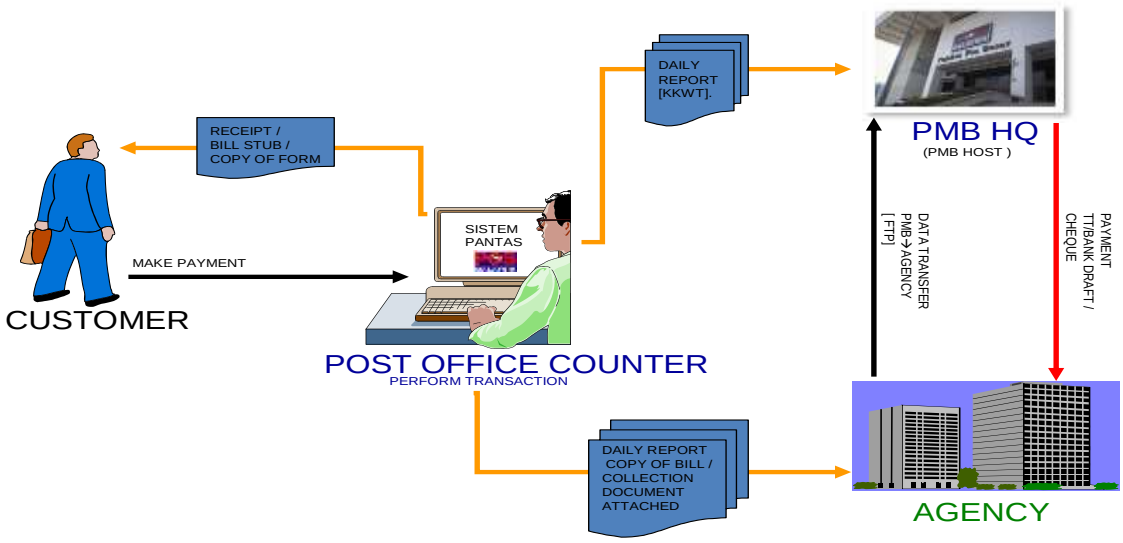
The purpose of this Schedule is to describe in detail the reports in relation to the Services.

PMB will provide the softcopy of text file with the following file minimum information:

a) Payer Code (Agency as collection station)
b) Date (Header, Detail)
c) Transaction Count
d) Total Amount
e) Bill Reference
f) Account number
g) I/C No.
h) Name
i) Transaction Amount
j) Revenue/Non revenue code
k) Commission amount
l) Nett amount
m) Channel

SCHEDULE D

PAYMENT STEPS AND PROCESSES (Refer to Annexed Flow Chart)



1

CADANGAN SISTEM KUTIPAN KERAJAAN BERSEPADU

POSNIAGA

AGENCY PROCESS FLOW: ONLINE

Participating banks:

1. www.hlbb.com.my
2. www.cimb.com.my
3. www.bankrakyat.com.my
4. www.rhbbank.com.my
5. www.pospay.com.my

Future participating banks:

1. Affin Bank
2. Bank Islam

Input payment info

www.posonline.com.my

PosOnline
Smart way to stay convenient

T+1

Data transfer from Banks to PMB

PMB host prepare data to be retrieve by agencies (Data from online payment and counter payment consolidated in same file)

PMB HQ (PMB HOST)

Agency retrieve data daily via FTP

1

PosNiaga

CARTA ALIR PELANGGAN - POSONLINE

CUSTOMER

POS MALAYSIA ONLINE PAYMENT

PosOnline
Smart way to stay convenient

- Access PosOnline website-www.posonline.com.my
- Perform First Time Registration
- Logon to PosOnline

- Open Payment, choose billers
- Key-in payment details e.g. bill account no, bill no,amount
- Select payment gateway, CIMB, Hong Leong, Bank Rakyat, Rhb, Pospay

- Enter Login ID & Password
- Select Debiting Account
- Enter TAC
- Submit Transaction
- Transaction completed

CHOOSEN PAYMENT GATEWAY*
- Cimb
- Hong Leong
- Bank Rakyat
- Rhb
- PosPay

- Validation result forwarded to Pos Malaysia

- Perform transaction validation

- Transaction result is displayed by Pos Malaysia

CUSTOMER

- Print the transaction receipt
- Logoff from PosOnline

2

2

KERAJAAN MALAYSIA

Pungutan Hasil Melalui MEPSCASH Di Kaunter Dan Secara *Online*

PERBENDAHARAAN MALAYSIA

KANDUNGAN

e-PAYMENT **..... 2**

PS 2.5 Pungutan Hasil Melalui MEPSCASH Di Kaunter Dan Secara *Online* 2

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3. Kadar Caj Perkhidmatan 2

4. Tempoh Pemindahan Wang..... 3

5. Perjanjian Di Antara Kementerian Atau Jabatan Dan IPS SDN. BHD. 3

LAMPIRAN 4

e-PAYMENT

PS 2.5 Pungutan Hasil Melalui MEPSCASH Di Kaunter Dan Secara *Online*

1. Tujuan

1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan pungutan hasil melalui MEPSCASH oleh IPS Sdn. Bhd.

2. Pungutan Hasil Melalui Kaunter Dan Secara *Online*

2.1 Pungutan hasil melalui MEPSCASH ini merangkumi perkhidmatan di kaunter dan pembayaran secara *online*.

3. Kadar Caj Perkhidmatan

3.1 Bagi melaksanakan kaedah ini, kadar caj perkhidmatan telah ditetapkan tidak melebihi 1.0% atas nilai setiap transaksi.

3.2 Selain daripada caj perkhidmatan tersebut di atas, tiada caj lain boleh dikenakan oleh IPS Sdn. Bhd.

3.3 Perbendaharaan Malaysia telah memutuskan caj perkhidmatan untuk pungutan hasil melalui MEPSCASH akan ditanggung oleh Kementerian atau Jabatan. IPS Sdn. Bhd. boleh menolak caj perkhidmatan pada kadar tersebut daripada amaun kasar yang dipungut dan menyerahkan amaun bersih kepada Kementerian atau Jabatan. Walau bagaimanapun, Kementerian atau Jabatan perlu mengakaunkan amaun kasar yang dipungut sebagai hasil dan jumlah caj perkhidmatan yang telah ditolak oleh IPS Sdn. Bhd. sebagai perbelanjaan.

3.4 Pekeliling Tatacara Perakaunan berkenaan perakaunan pungutan hasil melalui MEPSCASH hendaklah juga dirujuk.

3.5 Kementerian atau Jabatan hendaklah bertanggungjawab memastikan bahawa peruntukan adalah mencukupi untuk mengakaunkan bayaran caj perkhidmatan. Sekiranya peruntukan bagi bayaran caj perkhidmatan tidak mencukupi, pelarasan perlu dibuat.

4. Tempoh Pemindahan Wang

4.1 IPS Sdn. Bhd. hendaklah memindahkan wang ke akaun Kementerian atau Jabatan dalam tempoh satu (1) hari bekerja selepas transaksi dibuat iaitu (T + 1 hari bekerja).

5. Perjanjian Di Antara Kementerian Atau Jabatan Dan IPS SDN. BHD.

5.1 Bagi melaksanakan kaedah punggutan hasil menggunakan MEPSCASH, satu perjanjian di antara Kementerian atau Jabatan dan IPS Sdn. Bhd. perlu ditandatangani. Format perjanjian yang perlu diguna pakai adalah seperti di **Lampiran A** (MEPSCASH *Services*).

LAMPIRAN

Lampiran A

AN AGREEMENT BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

IPS SDN BHD

(FORMERLY KNOWN AS E-KENCANA SDN BHD)
(737740-W)

FOR

MEPSCASH SERVICES

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Schedule 7 - SCR Terminal Operation Manual

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THIS AGREEMENT is made on the day of (month/year)

BETWEEN

THE GOVERNMENT OF MALAYSIA, who for the purpose of this Agreement is represented by _____ having its office at ..... (hereinafter referred to as "the Government") of the one part;

AND

IPS Sdn Bhd (formerly known as e-Kencana Sdn Bhd) (737740-W), a company incorporated under the Companies Act 1965 and having its registered office at A-13-7 Block A Jaya One, No72A Jalan Universiti, 46200 Petaling Jaya Selangor Darul Ehsan (hereinafter referred to as "IPS") of the other part,

(both hereinafter singularly referred to as "the Party" and collectively as "the Parties").

WHEREAS:

(a) IPS is licensed under the Payment Systems Act 2003 to operate the Malaysian Electronic Purse Cash (hereinafter referred to as "MEPSCASH") by implementing the MEPSCASH Scheme (as defined hereinafter).

(b) The Government is desirous to implement the MEPSCASH Scheme, and IPS agrees to provide the MEPSCASH Scheme through the Services (as defined hereinafter) subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expression shall have the following meaning unless the context otherwise requires:

"Business Day"	means a day (other than Sunday, Saturday or public holidays), on which banks, licensed to carry on banking business under the provisions of the Banking and Financial Institution Act 1989, are open for business in their respective locations in Malaysia. In States where the banks are closed for business on days other than Saturdays and Sundays and/or public holidays `Business Day' shall be construed and interpreted accordingly;
`Commission'	means the amount chargeable by IPS to the Government at the mutually agreed rate as stipulated under Article 11.2;
eCard'	means - (a) a validly issued Automated Teller Card ("ATM") card bearing the MEPSCASH marks and/or Bankcard marks; or (b) the Malaysian National Identification MyKad bearing the MEPSCASH marks; or (c) any stand-alone cards bearing the MEPSCASH marks or affiliated marks;
`EDC Transaction'	means a transaction performed through the use of eCard at the EDC Terminal;
“EDC"	means Electronic Data Capture, being the electronic device which reads, captures and processes EDC Transactions;
`EDC Terminal Facility'	means any electronic terminal and wireless terminal infrastructure which is capable of reading chips embedded in the eCard, and being either offline for deduction or online for any connectivity to IPS, its details appended as Schedule 6 entitled EDC Terminal Operation Manual;

"Facilities"	means the enablers, devices, equipment and other infrastructure to allow MEPSCASH transactions which consists of: (a) EDC Terminal Facility; and (b) SCR Terminal Facility;
`Location'	means the premises as determined by the Government;, at which the Facilities is to be installed by IPS in accordance with the terms and conditions of this Agreement
`MEPSCASH'	means the brand name for Malaysian Electronic Purse, an e-purse application common to the Bankcard and MyKad, where money is stored electronically in a chip embedded in an eCard and handled electronically where the amount payable by a Cardholder shall be deducted directly upon usage of an eCard, from the monetary value stored in the chip;
`MEPSCASH Scheme'	means various usage of the MEPSCASH including payment and reload and in regards to the MyKad specifically, the MEPSCASH is used in conjunction with other identity-based applications;
'PC Smart Card Reader'	means the eCard reader component of the SCR Terminal Facility being a USB or serial/pin based personal computer device;
`POS'	means Point Of Sales Transaction, a transaction performed at point-of-sales counters whether assisted or unassisted, consisting of EDC Transaction and/or SCR Transaction through the use of eCard;
`Portal'	means the interactive website of the Government where the public can subscribe and use online products and/or services provided by the Government;
`Portal Transaction'	means a transaction performed over the Internet using SCR Terminal Facility through the use of eCard;
`Portal Transaction reference'	means a transaction reference generated by the Government over Portal, evidencing the payment made by the Cardholder through the use of the eCard;
`Sales Slip'	means the relevant charge slip generated electronically after the completion of each transaction arising from the use of EDC Terminal Facility over POS, evidencing the payment made by the Cardholder through the use of the eCard;

"SCR"	means PC Smart Card Reader used for Portal as well as for POS;
`Settlement Function'	MEPSCASH means the procedures carried out by the Government via the Facilities for the purpose of transmitting details of MEPSCASH transactions conducted daily to IPS;
`Services'	means to carry out and perform or cause to be carried out or performed all things necessary for the successful implementation of the MEPSCASH Scheme over – (a) POS (via EDC and/or SCR Terminal Facilities); (b) Portal vide the MEPSCASH payment gateway and/or ..... (agencies to describe their own); or (c) other services to be determined by the Government such as automated kiosk;
`Software Plug-In'	means the MEPSCASH software installer, which is the sole property of IPS granted to the Government under terms of this Agreement, necessary to process MEPSCASH transactions over SCR Terminal Facility;
'SCR Transaction"	means a transaction performed through the use of eCard over the SCR Terminal Facility; and
`SCR Terminal Facility'	means a Smart Card Reader processing the eCard transactions through a computer as medium and using dial-up or Internet Protocol networks to conduct Settlement Function, details of which being contained in the SCR Terminal Operation Manual appended as Schedule 7 to this Agreement

1.2 Interpretation

(a) The recitals, schedules hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement provided however that in the event of any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply:

(i) the clauses; and

(ii) the schedules.

(b) Reference to Recitals, Clauses and Schedules are to be construed as reference to recitals, clauses and schedules of this Agreement, unless otherwise provided herein.

(c) All references to provisions of statutes include such provisions as amended, modified or re-enacted.

(d) The words "law" and "laws" mean in any present or future law and any constitution, decree, judgment, legislation, order, ordinance, statutes, treaty, directive, by-law, rule or regulation as amended from time to time.

(e) Words applicable to natural persons shall also apply to any body of person, companies, corporation, firm or partnership incorporated or unincorporated.

(f) The expression `this Agreement" or any similar expression shall comprise the Recitals, Clauses and Schedules of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time.

(g) Words importing any gender shall include any other gender.

(h) Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Article 1.1 hereof.

(i) The headings and sub-headings to the Clauses of this Agreement are for convenience of reference only and shall not affect the interpretation and construction thereof.

(j) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.

(k) For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period or from a specified date, the period is inclusive of and time begins to run from the date so specified.

(l) References to section, subsection, clause, exhibit, appendix or schedule are references to section, subsection, clause, exhibit, appendix or schedule to this Agreement.

(m) Any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession in Malaysia.

(n) Any reference to a "working day" is to a day other than a Saturday, Sunday (except for States where Saturday and Sunday are working days, such reference excludes a Thursday and Friday) and any other day which is declared by the Government as a public holiday and any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar.

(o) Any reference to "normal business hours" in relation to the Government shall mean the hours between 7.30 a.m. to 5.30 p.m. from Monday to Friday.

(p) Any reference to "writing" or cognate expressions, include any communication effected by telex, cable, facsimile transmission, electronic mail or other comparable means.

1.3 Entire agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

ARTICLE 2: APPOINTMENT

2.1 The Government hereby appoints IPS for the purposes of providing the Services and the Facilities and IPS hereby accepts such appointment and undertake to provide the Services subject to the terms and conditions of this Agreement.

ARTICLE 3: CONTRACT PERIOD

3.1 This Agreement shall be valid for a period of two (2) years (hereinafter referred to as the "Contract Period") commencing from ..... (hereinafter referred to as the "Effective Date") and shall expire on ..... (hereinafter referred to as the "Contact Expiry Date").

3.2 IPS may apply to the Government in writing for an extension of the Contract Period not less than three (3) months prior to the Contract Expiry Date if it intends to extend the Contract Period. The Government shall have the absolute discretion whether or not to consider such application. If such application is

considered, the Parties may, as soon as reasonably practicable after the receipt of such application by the Government, negotiate the terms and conditions as such extension not later than one (1) month prior to the Contract Expiry Date. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

ARTICLE 4: SCOPE OF SERVICES

4.1 IPS shall provide the Services in the following manner:

(a) make available the Services at POS and Portal so as to enable the public to make payment through the use of eCard and the Government to accept such payment in accordance with this Agreement;

(b) undertake that all payments made by the public to the Government are credited into the accounts of the Government in accordance with this Agreement;

(c) undertake that all payments made by the public are secured; and

(d) undertake that the service level as described in Schedule 3 are complied with at all times during the Contract Period.

4.2 For purposes of providing the Services, IPS shall provide to the Government:

(a) the Facilities; and

(b) MEPSCASH Software Plug-In,

in accordance with this Agreement.

ARTICLE 5: COMMISSION RATE

5.1 In consideration of IPS providing the Services in accordance with this Agreement, the Parties agree that IPS shall be entitled to charge, subject to this Agreement, commission at the rate of not more than one (1) per centum of the value of each successful MEPSCASH transaction.

For the avoidance of doubt, the issuance of a Sales Slip in respect of POS or a Portal Transaction Reference in respect of Portal shall be deemed to be a successful MEPSCASH transaction.

ARTICLE 6: THE SERVICES

6.1 Subject to the terms and conditions of this Agreement, IPS shall provide the Services, through the usage of the Facilities for the benefit of the Government in respect of POS and Portal, its operation manual for both EDC and SCR devices is as listed and described in Schedule 6 and 7 to this Agreement.

6.2 IPS and the Government agree that all MEPSCASH transactions shall only be for payment which does not exceed Ringgit Two Thousand (RM2,000.00) only for each transaction. Nothing however shall prevent the Cardholder from paying in multiple transactions of the maximum allowable limit. The Parties herewith agree that such limit may be reviewed from time to time and the Parties shall mutually agree on the revised maximum amount.

ARTICLE 7: THE FACILITIES

7.1 For purpose of providing the Services, IPS shall provide to the Government the Facilities which shall consist of the EDC Terminal for POS transactions only, and SCR Terminal in respect of both POS and Portal transactions.

7.2 EDC Terminal Facility shall only be available for POS transaction only, and operating in offline mode for collection of payment to the Government while requiring dial-up for reloads/top-ups, wherever applicable.

7.3 SCR Terminal Facility shall be available to both POS as well as Portal Transaction, operating in online mode.

7.4 The SCR Terminal Facility for POS can operate in offline mode for payment collection.

ARTICLE 8: INSTALLATION OF THE FACILITIES

8.1 EDC TERMINAL FACILITY

8.1.1 IPS shall, at the written instruction of the Government provide to the Government the EDC Terminal Facility and shall ensure that the EDC Terminal Facility provided shall enable the Government to accept any payments made by Cardholder through the use of eCard for the Services at the various payment counters or POS of the Government.

8.1.2 In providing the EDC Terminal Facility, IPS shall supply, deliver, install, test and commission the EDC Terminal at the Location. The Location, delivery time and number of the EDC Terminals to be installed by IPS shall be determined by the Government prior to the installation. Such EDC Terminals shall be installed, tested and commissioned within thirty (30) days of delivery of the EDC Terminals or within a reasonable period of time as specified by the Government from time to time. All related stationery including paper for the EDC Terminal shall be at the cost of the Government.

8.1.3 In the event the Government requires additional EDC Terminals, IPS shall agree to consider such request and IPS shall bear all costs incurred as a result of such installation.

8.1.4 IPS shall bear the costs of relocating the EDC Terminal at to any other location excluding the costs on internal telephone cabling and other internal power points in the event such request is made by the Government.

8.1.5 IPS shall ensure that the EDC Terminals installed are commissioned in good functioning order and operable in accordance to with Schedule 6.

8.1.6 IPS shall at its own cost provide trouble-shooting on the EDC Terminal at all Location by having a helpdesk, the procedures and operating hours of the helpdesk and details thereof is in accordance with Schedule 8 of this Agreement.

8.1.7 (a) In the event of any fault or defect to the EDC Terminal, IPS shall at its own cost, take all steps and carry out all things necessary to repair such default and/or defect in order to ensure that the EDC Terminal shall function within twenty-eight (28) hours in the Klang Valley and within three (3) Business Days outside the Klang Valley from the time of receiving the report made by the Government in accordance with Schedule 8. In the event the EDC Terminal fails to function within the stipulated period, IPS shall at its cost promptly replace the faulty or defective EDC Terminal.

(b) The Government shall keep the EDC Terminal in good condition at all times and shall ensure that each EDC Terminal is operated appropriately at all times in accordance with its operation manual as set out in Schedule 6 of this Agreement and shall promptly report any malfunction or breakdown of the EDC Terminal to IPS.

8.1.8 IPS shall obtain the user acceptance document duly acknowledged user acceptance document from the Government for the purposes of commissioning the EDC Terminal Facility.

8.2 SCR TERMINAL FACILITY

8.2.1 IPS shall ensure that the SCR Terminal provided to the Government shall enable the Government to accept any payments made by Cardholder through the use of eCard for the Services at the various POS and counters of the Government.

8.2.2 IPS shall, at the written instruction of the Government, supply and deliver the SCR Terminal at the Location. The Location and delivery of the SCR Terminals to be installed by IPS shall be determined by the Government prior to the installation, after consulting IPS. All SCR Terminals are to be connected to personal computers with minimum system requirements in accordance with Schedule 4 of this Agreement. For the avoidance of doubt, all network connectivity and personal computers shall be at the cost of the Government.

8.2.3 Both parties shall mutually agree as to the number of units of SCR Terminals to be provided by IPS whereupon the Services shall be for assisted or self-served counters. In the event that the Government requires additional SCR Terminal, IPS shall agree to consider to such request and IPS shall bear all cost incurred as a result of such request.

8.2.4 User acceptance test and final commissioning of the SCR Terminal Facility shall be in accordance with Schedule 4 and Schedule 7 of this Agreement, whichever is applicable. In the event that the SCR cannot be integrated with the Government POS for any reason whatsoever, IPS shall install the EDC Terminal Facility in accordance with Clause 7.1.

8.2.5 IPS shall obtain the user acceptance document duly acknowledged from the Government for the purposes of commissioning the SCR Terminal Facility.

8.3 INSTALLATION OF MEPSCASH SOFTWARE PLUG-IN

8.3.1 IPS shall, install the MEPSCASH Software Plug-in at the relevant Portal or POS server belonging to the Government. For the purpose of such installation, IPS shall notify in writing the relevant Government agencies at least fourteen (14) days prior to the date scheduled for installation.

8.3.2 Subject to clause 8.3.1 above, the Government shall provide IPS with access to the suitable payment server for the purpose of installation and operation of the MEPSCASH Software Plug-in.

8.3.3 The Government shall be responsible for the cost and expenses incurred for the necessary conduits, electrical connections outlets, communications and electricity power and equipment including personal computers, servers and peripherals required for the installation and operation of the MEPSCASH Software Plug-In.

8.3.4 The specification for readiness and basic requirements for the Government's installation of the Software Plug-In as well as agreed user acceptance test for commissioning the Software Plug-In shall be more described in **Schedule 4** of this Agreement.

8.4 SOFTWARE PLUG-IN

8.4.1 Each Software Plug-in supplied by IPS shall remain the property of IPS. IPS warrants and represent to the Government that each Software Plug-in supplied is free from any claims or right by any third party and the Government is entitle to the quiet use of the MEPSCASH Software Plug-in during the Contract Period.

8.4.2 IPS shall provide reasonable written notice to the Government prior to retrieving or deleting any MEPSCASH Software Plug-In in the event of termination for any reason whatsoever.

8.4.3 IPS shall provide to the Government any updates or enhancement made to the Software Plug-In at no cost to the Government.

ARTICLE 9: IMPLEMENTATION OF SERVICES

9.1 MEPSCASH POS IMPLEMENTATION PROCEDURES

9.1.1 MEPSCASH POS Transaction Procedures

When an eCard with MEPSCASH application is presented to the Government, the Government shall follow the relevant operation manual under Schedule 6 in respect of EDC or Schedule 7 for SCR Terminal Facility under this Agreement. The operation manual may be reviewed by IPS from time to time provided always prior written approval of the Government is obtained.

9.2 MEPSCASH PORTAL IMPLEMENTATION PROCEDURES

9.2.1 The Parties agree to implement the Services in the following manner:

(a) Registration

(i) IPS shall provide the registration form as appended in Schedule 5 to the Government to register for access to the Portal Transaction using SCR Terminals.

(ii) The Government shall complete the registration form for the Portal Transaction and shall return the same to IPS for processing such registration.

(iii) Upon receipt of registration, IPS shall install the Facilities within thirty (30) days from the date of such receipt.

(b) Installation and Integration

(i) Upon registration by the Government, IPS shall, at its own costs, provide the Government with an implementation kit which consists of Software Plug-In and manual guide.

(ii) Upon receiving the implementation kit from IPS, the Government shall thereafter install and integrate the MEPSCASH Software Plug-In at the Portal, configure the integration and connect to the Government servers as referred to in the manual guide provided by IPS.

(iii) For purposes of the installation, IPS shall -

(aa) provide the sample coding and respond to the Government's inquiries during the installation and integration processes by the Government;

(ab) co-ordinate and conduct the user acceptance test ("UAT") together with the Government, as more described in **Schedule 4**;

(ac) co-ordinate and prepare for migration to a working and live environment of the Portal Transaction;

(ad) co-ordinate and conduct the live testing together with the Government for the roll-out implementation; and

(ae) obtain the user acceptance document duly acknowledged from the Government for the purposes of commissioning the Portal transaction acceptance.

ARTICLE 10: DISPUTED TRANSACTIONS (FOR PORTAL TRANSACTION ONLY)

10.1 For purposes of providing efficient and friendly Services, IPS shall take all reasonable and necessary steps to enable the public to make and Government and/or IPS to receive any complaints, suggestion or grouses in respect of the Services.

10.2 Upon receipt of any complaint from the public, IPS shall notify the Government within fourteen (14) Business Days from the receipt thereof. IPS shall thereafter investigate such complaint or any complaint received by the Government. If IPS requires the necessary information from the Government in relation to the fraudulent transaction, the Government shall upon such request provide IPS with the necessary information. IPS shall submit to the Government a report detailing the investigation carried out and the findings of such investigation within fourteen (14) Business Days from the date IPS notified the Government of such complaint or within fourteen (14) Business Days from the date IPS receives the necessary information from the Government on such complaint (whichever is applicable).

10.3 In the event the Government is satisfied that the complaint made relate to a fraudulent transaction in respect of the Bill and the Payment Collection -

(i) the Government shall refund to the appropriate person the Payment Collection received within fourteen (14) Business Days from the date the Government decide that it is a fraudulent transaction; and

(ii) IPS shall refund to the Government the Commission within fourteen (14) Business Days from the receipt by IPS of such demand from the Government, if any, in respect of the refund.

For the purpose of this clause "fraudulent transaction" shall include dispute which relate to the genuineness or duplication of a transaction completed in respect of a Bill.

10.4 If the complaint made is in respect of failure by IPS to comply with the service level described in Schedule 3, then the Government shall be entitled to demand from IPS damages stipulated in Schedule 3 and IPS shall pay to the Government such damages within fourteen (14) Business Days from the date of receipt by IPS of a notice demanding such damages from the Government PROVIDED that

payment of such compensation shall not prejudice the Government's right under this Agreement or under any other law.

10.5 For the avoidance of doubt, any payment to be made by IPS to the Government under this Agreement shall not be set-off against any payment due to IPS from the Government.

ARTICLE 11: SERVICE LEVEL

11.1 IPS shall store all transaction records and information securely and shall maintain its data processing system in good order and working condition to enable the continuity of the Portal Transaction

11.2 IPS shall provide and perform the Portal Transaction in a proper manner and in accordance with the Service Level Term as described in **Schedule 3.**

11.3 In the event that IPS fails to provide the Services in accordance with the service level described in Schedule 3 IPS shall pay to the Government by way of penalty the sum of RM20 per hour provided that the sum payable shall not exceed RM100 per day. The sum imposed shall be a debt due to the Government.

11.4 Notwithstanding any provisions in this Agreement, the Parties hereby agree that for purposes of imposition of penalty under Clause 11.3, the Accountant General’s Department of Malaysia shall make such demand on behalf of the Government. IPS shall make such payment to the Accountant General’s Department of Malaysia within fourteen (14) days from date of receipt of such demand. For the avoidance of doubt, the Parties hereby agree that the Government shall not make any claims whatsoever under this Clause.

ARTICLE 12 : OBLIGATIONS OF PARTIES

12.1 GOVERNMENT'S OBLIGATIONS

12.1.1 The Government's Records

(a) The Government shall at its own cost keep proper account of all data and correct copies of all receipts resulting from the MEPSCASH transactions.

(b) The Government shall ensure that its systems, networks and related equipment can accept the Facilities and perform the Services provided by IPS to the Government under this Agreement.

12.2 IPS'S OBLIGATIONS

12.2.1 Proper Functioning Of Services

(a) IPS shall provide the Government with the online administration tool for the Portal Transaction portion of the Services and hard copies for the offline portion of the Services to enable the Government to view the transaction reports.

(b) IPS shall ensure at all times that the MEPSCASH system provided for the purpose of the Services shall comply with the industry standard data security services. In the event of any change to the industry standard data security services, IPS shall take the necessary action to ensure that MEPSCASH system complies with the latest change.

(c) IPS shall inform the Government promptly upon the occurrence of any (unscheduled down time) factor or event, which might affect the Services and shall update the Government once the factor or event is no longer occurring.

12.2.2 Reports

(a) IPS shall provide to the Government, without any charge, the following:

(i) reports in respect of all MEPSCASH transaction on the Business Day following a transaction day. Such reports shall be in text file/BST data file form and submitted in hard copy and soft copy; and

(ii) copies of remittance notice issued to bank for purpose of remitting the total value of all successful MEPSCASH transaction. Such notice shall be sent on the Business Day following a transaction day.

12.2.3 Protection of Personal Data

IPS shall ensure that all personal data collected, used or disclosed in the course of this Agreement shall be used solely for the purpose for which it was collected.

12.2.4 Changes to the software or hardware

Each Party shall provide prior notice to the other, of not less than thirty (30) days or any such period as agreed by the Parties in the event of any changes to the software and/or hardware Upon notification of the changes made, IPS shall assist the Government to perform any test to ensure that the Services operates in accordance with this Agreement.

12.2.5 IPS shall, at its own cost and expense, provide to the Government, personnel and employees the relevant training adequate for proper operation of the Facilities and usage of the Services -

(a) in respect of the Services;

(b) usage of the Facility; and

(c) the MEPSCASH EDC and SCR Terminal Facility acceptance procedures.

ARTICLE 13: REPRESENTATIONS AND WARRANTIES

13.1 IPS hereby represents and warrants to the Government that -

(a) it is a company validly existing under the laws of Malaysia;

(b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and business as contemplated under this Agreement;

(c) it has taken all necessary corporate actions to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated under this Agreement;

(d) As at the execution date of this Agreement, neither the execution nor performance by it of this Agreement nor any transactions contemplated by this Agreement shall violate in any respect of any provision of -

(i) its Memorandum and Articles of Associations; or

(ii) any other document or agreement, which is binding upon it or its assets;

(e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;

(f) this Agreement constitute a legal, valid and binding obligation and is enforceable in accordance with its terms and conditions;

(g) it has obtained the necessary license, authorisation, approvals and certifications in providing the Services and the fulfillment of its obligations under this Agreement;

(h) the Services shall be provided in conformity with the standards generally observed in the industry for similar Services; and

(i) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by IPS of any duty arising in law or equity.

AND IPS acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

ARTICLE 14: REMITTANCE OF FUNDS

14.1 Settlement

The Government shall carry out or perform a Settlement Function on a daily basis to enable IPS to capture all the transaction using EDC Terminal so as to allow IPS to remit the total collection of the value of each successful MEPSCASH transaction in accordance with Article 13 .3. Settlement over Portal is captured on automated basis.

14.2 Remittance by IPS

14.2.1 Upon completion of a Settlement Function, IPS shall remit to the Government the value of each successful MEPSCASH transaction less the Commission.

14.2.2 IPS shall remit the total value of all successful MEPSCASH transaction of each day to the Government on the following Business Day in accordance with **Schedule 2**. The remittance shall be made into an account as determined by the Government.

14.2.3 IPS shall provide to the Government free of charge, supporting reports in the form of hardcopy and softcopy in respect of all transactions for which monies is remitted in accordance with Article 14.2.1. Such report shall be submitted to the Government on the following Business Day following a transaction day. The report shall contain the following minimum information(s):

(a) Government identification number;

(b) POS or PORTAL identification number;

(c) MEPSCASH Primary Account Number;

(d) approval code;

(e) amount of the transaction;

(f) date of transaction;

(g) gross total amount ;

(h) Commission amount; and

(i) net total amount.

14.3 Compensation for late remittance

In the event IPS fails to remit the Payment Collection in accordance with clause 14 of this Agreement, IPS shall pay compensation to the Government for such failure if it is caused or contributed to by any act or omission or negligence on the part of IPS, its employees, agents or servants. The amount of compensation to be paid for each day of delay or any part thereof shall be based on the amount to be remitted multiplied by the interbank rate as determined by Bank Negara Malaysia from time to time and the number of days delayed divided by 365 days as follows:

$$\frac{\text{Amount to be remitted} \times \text{Interbank Rate} \times \text{No of days delayed}}{365}$$

Payment of the compensation shall be made within fourteen (14) days from the receipt of notice issued by the Government demanding such payment.

14.4 Reconciliation

In the event of any discrepancy between the amount collected and the receipts pertaining to the collection, the Government shall immediately inform IPS in writing in respect thereof whereupon auditors from the Government shall inspect the relevant records and the to verify the discrepancy. IPS and the Government shall undertake to refund each other deficit or surplus (which ever is applicable) of monies paid within fourteen (14) Business Days from the date both Parties had verified the discrepancy (if any).

ARTICLE 15: INDEMNITY

15.1 Indemnity against infringement

15.1.1 IPS shall, at its own cost and expense, fully indemnify the Government against all claim, demands, liabilities and costs incurred by the Government if the Services, or any part thereof, infringes the copyright, trade secrets, patent and trade marks and other intellectual property rights of any third party provided that such infringement -

(a) is not caused by the acts of the Government other than the normal use of the Services: or

(b) relates to any hardware and software procured by IPS for the purposes of this Agreement.

15.2 Notice of Claim or Demand

15.2.1 The Government shall give notice to the IPS of any such claim or demand that is made against the Government and IPS in such event shall defend any such claim or demand and make settlement thereof at its own expense in order to settle or oppose it.

15.3 IPS Obligations

15.3.1 If at any time an allegation of infringement of a third party's rights is made, or if in IPS's opinion is likely to be made, in respect of any part used for the purpose of the Services, IPS shall at its own costs and expenses:

(a) obtain for the Government the right to continue using such part; or

(b) modify or replace the part (without detracting from the functionality specified under or pursuant to this Agreement and without affecting the performance of the Services) so as to avoid infringement and in consequence thereof, provide the relevant training for usage of such modification or replacement (if necessary), and the Government agrees that it shall use its best endeavour to provide to IPS all reasonable assistance (other than financial assistance) required to exercise such options. Notwithstanding the foregoing, the Government shall not incur any liability if IPS fails to obtain such right and fail to modify or replace the infringing part.

15.4 In no event shall either Party be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including but not limited to business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence.

ARTICLE 16: OTHER INDEMNITY

16.1 Other Indemnity by IPS

16.1.1 IPS shall be liable for and shall indemnify and keep the Government fully indemnified from and against:-

(a) any demand, action, damage, expense, liability, loss, claim, suits or proceedings whatsoever arising under any law of Malaysia in respect of any accident, damage, injury or death to any person including defamation, libel and slander or in respect of injury or damage of any kind to any property real or personal by reason of the carrying out of this Agreement; or

(b) any direct damage to the Government and/or the Government's property, to the extent that the same is occasioned by -

(i) defects in any aspect of the Services; and/or

(ii) the negligent acts or omissions of IPS, its agents and their respective employees committed in the course of their respective engagements or employment and shall hold the Government harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable legal fees and expenses resulting there from.

16.2 Indemnity by Government

Without prejudice to the other provisions of this Agreement, the Government shall indemnify IPS and keep IPS indemnified from and against any payments, losses, costs, charges or expenses whatsoever, legal or otherwise which IPS may sustain, suffer or incur as a consequence of any negligent acts or omissions of the Government and/or its employees and agents arising out of or in connection with this Agreement.

16.3 Liability upon Expiry or Earlier Termination

The expiry or earlier termination of this Agreement shall not affect the liability of any Party for any of its acts or omissions during the Contract Period prior to earlier termination thereof and the aggrieved Party shall be kept indemnified and held harmless in respect of any claim arising there from.

16.4 Notification

The Government shall inform IPS of any claim or proceedings or anticipated claim or proceedings against it in respect of the matters covered by this Clause as soon as practicable after it becomes aware of such claim or proceedings.

ARTICLE 17: TERMINATION

17.1 Termination by the Government

17.1.1 Default by IPS

In the event IPS without reasonable cause -

(a) suspends this Agreement and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;

(b) fails to provide the Services in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;

(c) defaults in performing the duties under this Agreement; or

(d) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then the Government shall give notice in writing to IPS specifying the default and requiring IPS to remedy such default within the period

specified in the notice. If IPS fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

17.1.2 General Default

If at any time during the Contract Period -

(a) an order is made or a resolution is passed for the winding-up of IPS except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;

(b) IPS goes into liquidation or a receiver is appointed over the assets of IPS or IPS makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or

(c) execution is levied against a substantial portion of IPS's assets, unless it has instituted proceedings in good faith to set aside such execution,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

17.1.3 Consequences of Termination by the Government

Upon termination of this Agreement under Clause 17.1 or 17.2:-

(a) the rights granted to IPS under this Agreement shall terminate immediately and shall revert to the Government forthwith;

(b) IPS shall -

(i) forthwith cease all Services;

(ii) IPS shall at its own cost and expenses, vacate and remove all the EDC Terminal, SCR Terminal from the Location and delete or retrieve the MEPSCASH Software Plug-In from the Government server; and

(iii) submit to the Government the detailed reports of the last status of the Services rendered and any payments which has become due and owing from the Government prior to the termination, for verification and approval by the Government.

(c) the Government shall -

(i) be entitled to claim against IPS for all the losses and damages suffered (if any) as a result of the termination of this Agreement;

(ii) be entitled to claim against IPS for all monies due and payable under this Agreement; and

(iii) be entitled to appoint a third Party capable of performing this Agreement in IPS's stead,

provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall survive the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

17.2 Termination by IPS

17.2.1 Default by the Government

If the Government without reasonable cause fails to perform or fulfill any of its obligations which adversely affects IPS's obligations under this Agreement, then IPS may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties. If the Government fails to remedy the relevant default within such period or such other extended period, IPS shall be entitled to terminate this Agreement at any time by giving notice to that effect.

17.2.2 Consequences of Termination by IPS

Upon such termination, IPS shall accept the following undertaking by the Government as full and complete settlement of all claims under or arising out of this Agreement:-

(a) the Government shall pay IPS all monies due and payable to IPS as at the date of the termination of this Agreement which have not been paid (if any) under this Agreement;

(b) IPS shall at its own cost and expense, vacate and remove all the EDC Terminal and SCR Terminal from the Location and delete the MEPSCASH software plug-in wherever applicable; and

(c) IPS shall cease to carry out the obligations under this Agreement.

17.3 Effect of Termination

The right to terminate this Agreement by either Party shall not prejudice any other right or remedy accorded to each Party in respect of the breach concerned or any other breach. Upon termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other Party under this Agreement.

17.4 Termination on National Interest

(a) Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice to that effect to the IPS (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

(b) For the purposes of this Clause, what constitutes "national interest", "interest of national security", "Government policy" and "public policy" shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

17.5 Termination on Corruption, Unlawful or Illegal Activities

(a) Without prejudice to any other rights of the Government, if the Government is satisfied that IPS, its personnel, servants, agents or employees is or are involved in corruption or unlawful or illegal activities in relation to this Agreement or any other agreement that IPS may have with the Government, the Government shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to IPS.

(b) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Government arising from such termination.

ARTICLE 18: FORCE MAJEURE EVENTS

18.1 Events of Force Majeure

Neither the Government nor IPS shall be in breach of its obligations under this Agreement if it is unable to perform or fulfill any of its obligations thereunder as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean an event not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall include -

(a) war, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or act of terrorism;

(b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(d) natural catastrophe including but not limited to earthquakes, floods subsidence, lightning and exceptionally inclement weather; and

(e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) that causes or can reasonably be expected to cause either Party to fail to comply with its obligations,

PROVIDED THAT the Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the Company to perform its obligations under this Agreement.

18.2 Event of Force Majeure Affecting IPS

If an Event of Force Majeure occurs by reasons of which IPS is unable to perform any of its obligations under this Agreement, IPS shall inform the Government as soon as reasonably practicable of the occurrence of that Event of Force Majeure and take all reasonable measures to mitigate any delay or interruption to the Services.

18.3 Event of Force Majeure Affecting the Government

If an Event of Force Majeure occurs by reason of which the Government is unable to perform any of its obligations under this Agreement, the Government shall inform IPS as soon as reasonably practicable of the occurrence of that Event of Force Majeure and shall take all reasonable measures to mitigate any delay or interruption to the Services.

18.4 Termination by Force Majeure

If either Party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that either Party is unable to perform any of its obligations hereunder, this Agreement may be terminated by mutual agreement.

18.5 Determination of Event of Force Majeure

Neither Party shall be entitled to rely upon the Termination by Force Majeure above if both Parties reasonably determine that an Event of Force Majeure has not occurred. If either Party does not agree that an Event of Force Majeure has not occurred the dispute may be referred to the Dispute Resolution Committee.

18.6 Effect of Termination

Where this Agreement is terminated pursuant to Force Majeure, IPS shall comply with all instructions and directions given by the Government.

18.7 Continuing Obligations

For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of Clause 18.5 continue in full force and effect.

ARTICLE 19: DISPUTE RESOLUTION COMMITTEE

19.1 Composition of the Dispute Resolution Committee

Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee ("Dispute Resolution Committee") comprising:-

(a) the Secretary General of the Ministry concerned or his representative / the Director General of the Department concerned or his representative as the Chairman;

(b) two representatives appointed by the Government; and

(c) two representatives appointed by IPS.

19.2 Independent Expert

The Dispute Resolution Committee may appoint an independent expert to advise it on any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.

19.3 Amicable Settlement

The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

19.4 Non-settlement

If any matter, dispute or claim, which is referred to the Dispute Resolution Committee, cannot be mutually agreed by the Parties within thirty (30) days after the date of referral, then either Party may refer that matter, dispute or claim to arbitration pursuant to below.

ARTICLE 20: ARBITRATION

20.1 If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties or which cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties, and failing such agreement, to be nominated on the application of either Party by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the Parties.

20.2 Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre.

20.3 The reference of any matter, dispute or claim to arbitration pursuant to this Article and/or the continuance of any arbitration proceedings consequent thereof shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

ARTICLE 21: CONFIDENTIALITY

21.1 Confidentiality of Agreement

This Agreement and all matters pertaining hereto shall be considered as confidential information ("Confidential Information").

21.2 Non-Disclosure

Except with the prior written consent of the disclosing Party and subject to Clause 21.3, the recipient Party, its personnel and agents shall not at any time:-

(a) communicate to any person or body or entity except those employees, agents and other suppliers on a need-to-know basis, any Confidential Information disclosed to it for the purpose of the Agreement or discovered by it in the course of the provision and performance of the Agreement;

(b) make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Agreement; or

(c) make or cause to be made any press statement or otherwise relating to the Agreement nor publish or cause to be published any material whatsoever relating to the Agreement.

21.3 Exceptions

The obligations in Clause 21.2 shall not apply to any Confidential Information which -

(a) is in the recipient party's possession (with full right to disclose) before receiving it from the Government;

(b) is or becomes public knowledge other than by breach of Clause 21.2;

(c) is independent or developed by the recipient Party without access to or use of the Confidential Information; or

(d) is lawfully received from a third party (with full rights to disclose).

21.4 Survival

Clause 21 shall survive the expiry of or the earlier termination of this Agreement.

ARTICLE 22: NOTICES

22.1 Any notices, demands, invoices, permissions, claims, approvals, request, consent or other communications required, authorised, permitted or contemplated to be served or given under this Agreement shall be in writing in Bahasa Melayu or the English language and delivered to the address or facsimile number of the Government or IPS, as the case may be, shown below or to such other address, or facsimile numbers as either Party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such address or facsimile number which is duly acknowledged:

to the Government;

Address :

Facsimile No. :

to IPS;
Address: A-13-7, Jaya One No. 72A Jalan Universiti 46200 Petaling Jaya, Selangor

Facsimile No: 03-79558990

22.2 Any change of address of the Parties as specified herein shall be duly notified to the other by giving one (1) month prior written notice.

ARTICLE 23: NO AGENCY AND NO PARTNERSHIP

23.1 No Agency

IPS shall not hold itself out to be the principal or agent of the Government for any purpose and under no circumstances shall any action of IPS shall bind the Government.

23.2 No Partnership

Nothing contained in this Agreement shall be construed as creating or be deemed to imply a partnership between the Government and IPS.

ARTICLE 24: IMPLIED TERMS

This Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.

ARTICLE 25: AMENDMENT

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing by way of a supplementary agreement specifically referring to this Agreement and duly signed by the Parties.

ARTICLE 26: WAIVER

Failure by either Party to enforce at any time, any provisions of this Agreement shall not be construed as a waiver of its right to enforce against the breach of such provision or any other provision in this Agreement or as a waiver of anything continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

ARTICLE 27: SEVERABILITY

If any provision of this Agreement or any part thereof is rendered void, illegal or unenforceable by any legislation to which it is subjected, it shall be rendered void, illegal or unenforceable to that extent and no further. Such provision which is rendered void, illegal or unenforceable shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties hereto in accordance with the applicable law and the remainder of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal or unenforceable provision.

ARTICLE 28: LAWS APPLICABLE

This Agreement shall be governed and construed in accordance with the laws of Malaysia.

ARTICLE 29: COMPLIANCE WITH APPLICABLE LAWS

IPS shall comply with all applicable laws and with all directions, orders, requirements and instructions given to IPS by any authority competent to do so under any applicable law.

ARTICLE 30: ASSIGNMENT

IPS shall not, without the Government's prior written consent, assign or transfer to a third party all or any of the benefits or obligations of this Agreement.

ARTICLE 31: BINDING EFFECT

This Agreement shall be binding on the Parties' personal representatives, heirs, successors in-title and permitted assigns.

ARTICLE 32: CAPTIONS AND HEADINGS

The captions and headings to the clauses of this Agreement are for reference only and do not affect the interpretation and/or enforcement of the provisions of this Agreement.

ARTICLE 33: COST AND STAMP DUTY

All costs incidental to the preparation and completion of this Agreement and all duties payable including stamp duties shall be borne and paid for by IPS. However, each Party shall bear its own Solicitors cost.

ARTICLE 34: TIME

Time whenever mentioned shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Parties hereto has executed this Agreement on the day and year herein before appearing

Signed by	)	
	)	
for and on behalf of the Government	)	
of Malaysia	)	…….
	)	
In the presence of	)	
	)	
	)	……..
Signed by	)	
	)	
for and on behalf of	)	
IPS Sdn Bhd	)	……..
	)	
	)	
	)	
In the presence of	)	……

AN AGREEMENT BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

IPS SDN BHD

FOR

MEPSCASH SERVICES

SCHEDULES 1 TO 8

SCHEDULE 1
SERVICES AND PROCESS FLOW

MEPSCASH PAYMENT
PROCESS FLOW – EDC TERMINAL IN RESPECT OF POS

1. Accept the MEPSCASH payment request made by the Cardholder.

2. Insert the Card into the EDC Terminal's slot. The EDC Terminal screen will display the balance of MEPSCASH available in the Card.

3. Enter the amount of payment (subject to maximum RM2,000).

4. If the balance is sufficient, press "Enter" and if insufficient balance, inform the Cardholder.

5. Print the MEPSCASH Transaction Slip in 2 copies, i.e 1 copy to the Cardholder and the other copy for the Agency's record.

6. Return the Card to the Cardholder.

7. At end of day, the Agency's nominated personnel shall:

   (i) Print the MEPSCASH Transaction Journal;

   (ii) Dial up MEPSCASH Host via the telephone line per the instructions provided by IPS to send the MEPSCASH transaction data to IPS;

   (iii) Check the total MEPSCASH Transaction value against the MEPSCASH Transaction Journal.

The Government shall comply with the acceptance procedures as follows:

(a) all transactions shall be drawn in Ringgit only;

(b) all transaction information printed on the transaction receipt shall be legible and identical on both the Cardholders' and the Government's copy; and

(c) upon completion of each successful transaction, a true and completed copy thereof is given to the Cardholder and retain one (1) copy of the same with the Government.

MEPSCASH PAYMENT
PROCESS FLOW – SMART CARD READER IN RESPECT OF PORTAL

1. The Cardholder will visit the Agency's website and upon completion of the transaction, select the MEPSCASH logo for payment with MEPSCASH.

2. The Cardholder shall insert his Card into the Smart Card Reader.

3. The Cardholder then clicks the "Pay" instruction to execute payment if the transaction details are correct and the MEPSCASH available balance displayed is sufficient.

4. The website and MEPSCASH Host will process the payment request and when the payment transaction is completed, the statement "Transaction Successful" will be displayed.

5. The Cardholder may print the payment transaction as receipt.

6. On the next transaction day, the Agency's nominated personnel shall:

   (i) Access into IPS's MEPSCASH Internet System via the log-in access using the password provided by IPS to obtain the MEPSCASH on Internet Transaction Report;

   (ii) Print the report from IPS's system for checking and reconciliation of the MEPSCASH payment collection by the Agency;

   (iii) In the event IPS's system recorded a payment data that is not updated in the Agency's system, inform the IT Personnel of the Agency to update the Agency's data accordingly.

MEPSCASH RELOAD
PROCESS FLOW – ACCOUNT LINK RELOAD VIA EDC TERMINAL

1. The reload via account link function is used to **transfer money from the Cardholder's Financial Institution account to the MEPSCASH card** and is performed by the Cardholder on an attended or unattended EDC Terminal that has been installed with a loading Secured Access Module.

2. An ATM Personal Identification Number (PIN) shall be used to secure the reload operation of the MEPSCASH.

3. Reload via the EDC Terminal is deemed a Not-On-Us transaction, where the card issuer and the acquirer of loading terminal are different organisations. The Reload Not-On-Us fee shall be deducted from the Cardholder's account with the Financial Institution.

4. The Cardholder inserts his ATM card into the slot and the available MEPSCASH balance in the Card will be displayed on the terminal screen.

5. The Cardholder then keys-in the amount of reload value and select from either his Savings or Current Account for the transfer of money to the MEPSCASH card.

6. After entering his PIN, the EDC Terminal will process the reload transaction and a receipt will be generated when the transaction is successful.

7. All loading transactions are online and the load transaction is logged at MEPSCASH host.

SCHEDULE 2
CLEARING AND SETTLEMENT PROCESS

PROCESS

DAY 1 (transaction day) - CLEARING

1. Collection of MEPSCASH transactions from the EDC Terminals or Portal by IPS's system is from midnight 00.00 till 23.59 p.m

2. Midnight (cut-over) – processing of collected transactions by MEPSCASH system.

DAY2 (next transaction day) - SETTLEMENT

8.00am Government agencies will receive all the reports for POS MEPSCASH transactions via FTP.

(For Portal, the Government agency will be able to obtain the reports real time via the online access provided by IPS.)

11.00am IPS will credit the Main Collection Account of the Government agency with the MEPSCASH transaction value less the agreed Commission.

SCHEDULE 3
SERVICE LEVEL FOR PORTAL TRANSACTION ACCEPTANCE

SERVICE LEVEL

1. MEPSCASH system availability to support Portal transactions of the Government agency will be at 98.0% ANNUALLY.

2. The MEPSCASH system will require 5 minutes downtime to perform the clearing and settlement process.

3. Any maintenance activities which require the MEPSCASH system to be switched off will be notified to all the Government Agencies with 2 weeks prior notice.

SCHEDULE 4
READINESS, SPECIFICATION AND UAT
FOR PORTAL TRANSACTION ACCEPTANCE

READINESS

1. The agency is required to have:

   (i) A Portal that accepts payment over the internet.

   (ii) Communication with MEPSCASH system.

2. The agency's Portal shall configure two URLs or server IPs namely:

   (i) IP for connectivity to MEPSCASH system. IPS will provide the IP to all the Agency Portal.

   (ii) URL to enable the MEPSCASH system to update the payment status to the Agency Portal. The Agency shall provide such information in the Registration Form provided.

3. Public Keys and Certificate:

   (i) This is to ensure that the transaction is not been tampered and is genuinely coming from the valid government agency portal. All transactions that are sent to or received from the MEPSCASH system need to be signed and calculated using the Public Key which is exchanged between both parties.

   (ii) If the Public Keys or certificate is equipped with a password then the password needs to be enclosed together with it. The purposes of the Public Keys or certificate are:

      a) Government Agency Public Key.

         Will be given to MEPSCASH system operator (IPS) in order for the MEPSCASH system way to verify the transaction requested by the Government Agency.

      b) Payment Gateway Public Key.

         To be given to the Agency in order for the Government Agency's Portal to verify the response of the requested transaction from the MEPSCASH system.

4. MEPSCASH Plugin Software - IPS will provide the mcashplugin.cab to all the Government Agencies and will advice the agency if there is an updated version of the mcashplugin.cab that needs to be installed in the system.

SPECIFICATION

Please refer to Appendix 4-1.

USER ACCEPTANCE TEST (UAT)

Please refer to Appendix 4-2.

SCHEDULE 4
(APPENDIX 4-1)
SPECIFICATION/TECHNICAL MANUAL
MERCHANT GATEWAY IMPLEMENTATION GUIDE

1. INTRODUCTION

The payment suite developed by IPS Sdn Bhd makes it easy to integrate MEPSCASH payments in any webpage or commerce environment.

A MEPSCASH payment consists of the transfer of e-money from the MEPSCASH card to the Secure Access Module, which is located at the payment operator's system, i.e IPS Sdn Bhd.

1.1 MEPCASH Card

MEPSCASH card is a smartcard that uses triple DES for cryptography. The card can be loaded up to the maximum balance of RM2,000. Every MEPSCASH card is unique by its Purse ID. The Purse ID will be processed in every transaction done by the card. The MEPSCASH card is ideal for payment of small value.

1.2 Card Reader

The MEPSCASH payment over the internet uses a low cost USB Smart Card Reader, any USB Smart card Reader can be used as an interface to read and write to MEPSCASH card from within the Personal Computer.

1.3 The C-ZAM/VMT

The C-ZAM/VMT is an electronic cash register used to store all the e-money between two collections. A collection is the operation where the e-money which is temporary stored in the CZAM/VMT, is transferred to the IPS host for clearing and settlement.

One CZAM/VMT can have 48 concurrent transactions and it is scalable.

1.4 Software

The IPS Payment Gateway makes it possible to pay with MEPSCASH card in an e-commerce environment. The MEPSCASH plugin (mCash.dll for Internet Explorer and npmcash.xpi for Mozilla Firefox) makes it possible for the merchant gateway to interact with the card and the reader, thus allowing the payment transaction to happen.

The MEPSCASH plugin will be downloaded from one of the merchant gateway pages.

The process used in a transaction is described as follows:

a) The merchant server initiates the MEPSCASH plugin.

b) The merchant server inserts a record in the Merchant Gateway database using the ODBC data source. The status of the transaction is neutral (0).

c) MEPSCASH plugin will interact with the USB card reader driver to read the MEPSCASH card information.

d) Payment inquiry will be sent to the payment server after the customer clicks the pay button.

e) Payment server will insert a record in the Payment Gateway database using the ODBC data source. The status of the transaction is neutral (00).

f) Payment server will respond to the inquiry.

g) The MEPSCASH plugin initiates a debit of the MEPSCASH card

h) The MEPSCASH plugin will give a debit status to the Payment Gateway.

i) Payment Gateway will credit the CZAM/VMT.

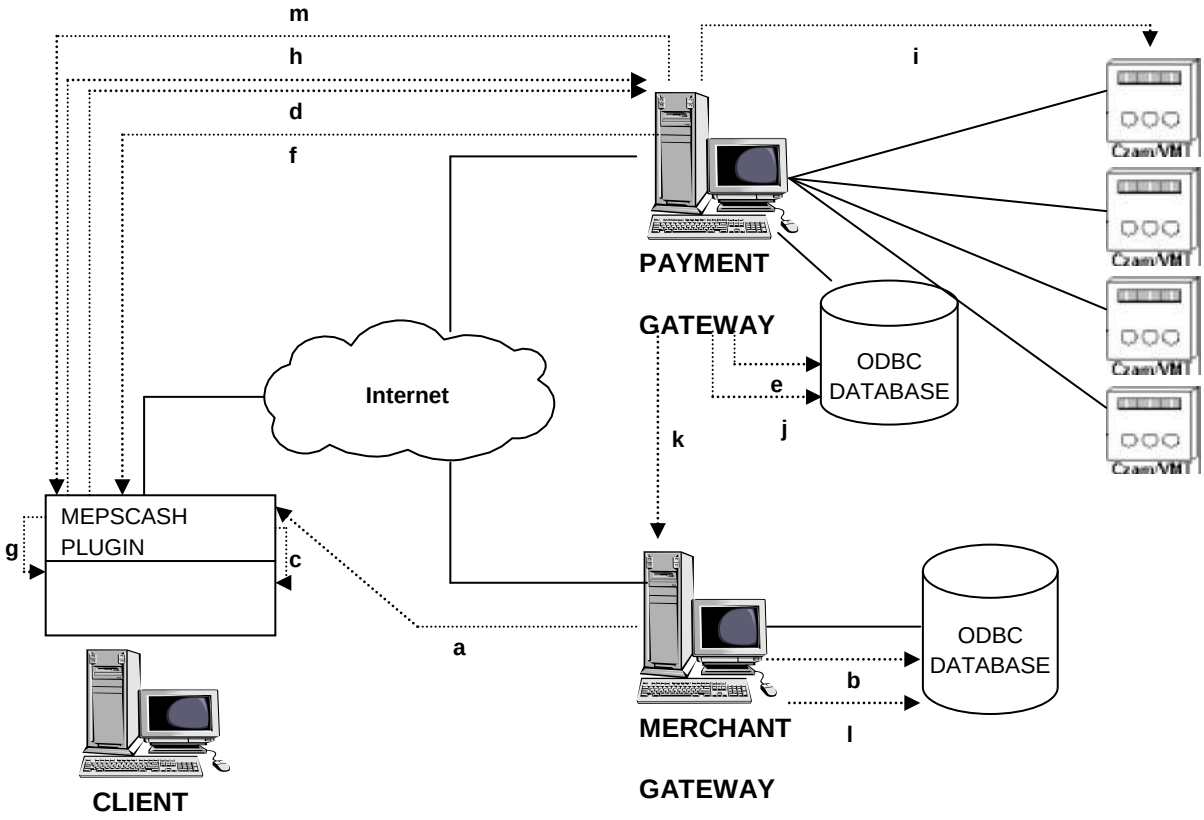
j) Payment server updates the transaction status at the Payment Gateway database to “successful” status.

k) Payment Server sends the payment status to Merchant server.

l) Merchant server will update the Merchant Gateway database to a “successful” status and prompt successful page to the user.

m) Payment server will response to the confirmation given by the MEPSCASH plugin and MEPSCASH plugin closes the session with the USB card reader.

(Please refer to the diagram for transaction flow)



2. IMPLEMENTATION

2.1 Administrative Requirement

(i) The Merchant Gateway needs to be registered at the Payment Gateway hosted by IPS Sdn Bhd. This registration will enable the Payment Gateway to accept the transaction from the valid Merchant Gateway and to ensure that the Merchant Gateway will receive their money on the next working day.

(ii) IPS Sdn Bhd will provide the registration form to the Merchant Gateway that is interested to accept MEPSCASH as their payment mode.

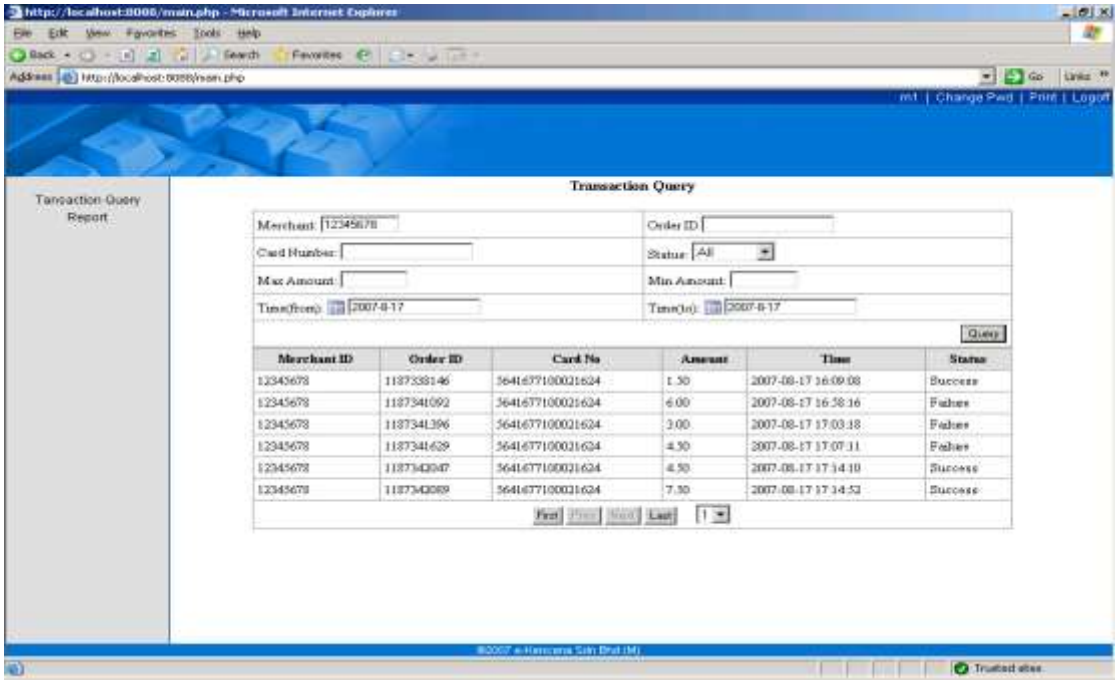
4 mandatory fields must be completed by the Merchant Gateway which are:

1. Merchant Name.
2. Account Number with the issuing bank.
3. Callback Uniform Resource Locater (URL). (Page to accept the payment status from Payment Gateway)
4. Fee (Merchant Discount Rate that agreed between IPS Sdn Bhd and the merchant)

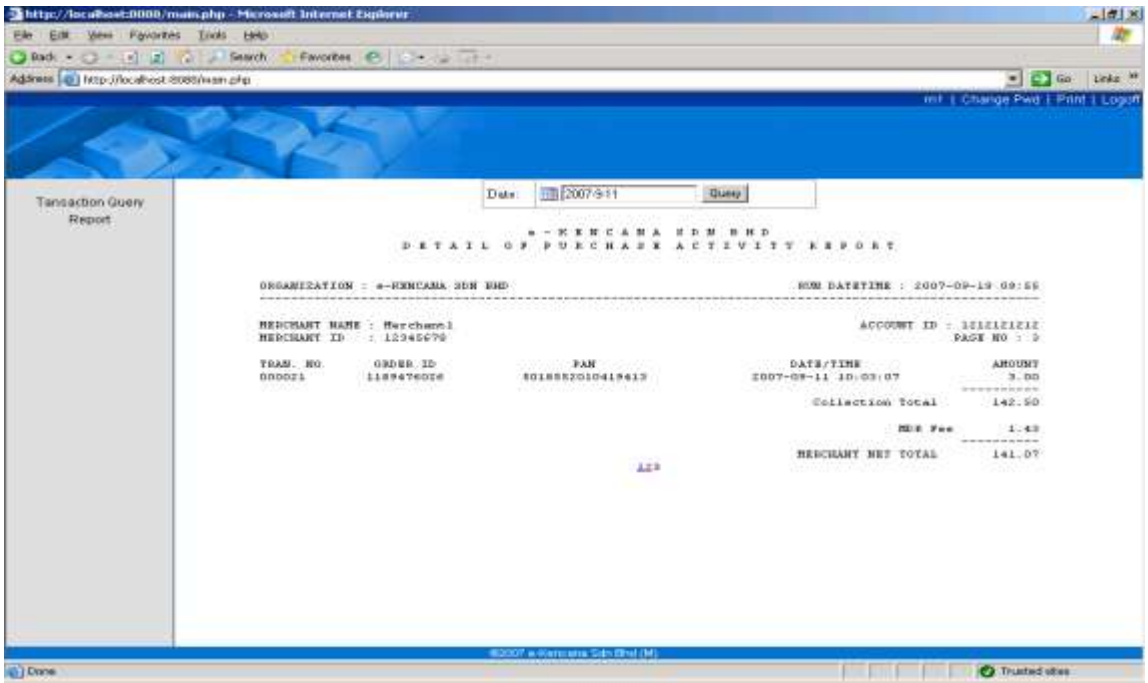
Please Refer to Appendix 1: Merchant Registration Form

(iii) Upon successful registration, IPS Sdn Bhd will provide a URL, user ID and password to enable the merchant to login to the payment server to view the report and to perform query on specific transaction which had been performed from its Merchant Gateway. Below is the example for the merchant transaction query and report.

Transaction Query



Report



2.2 Technical Requirement

(i) Communication with Payment Gateway.

Merchant Gateway needs to configure two URLs or server IPs namely:

a) IP to get connected to the payment server. IPS Sdn Bhd will provide the IP to the the Merchant Gateway.

b) URL to enable the Payment Server to throw the payment status to the Merchant Gateway. Merchant needs to supply this information in the Merchant registration form provided by IPS Sdn Bhd.

(iii) Public Keys and Certificate.

To ensure that the transaction is not been tampered and genuinely coming from the valid Merchant Gateway or a valid Payment Gateway, all transaction that is sent to or received from the Payment Gateway needs to be signed and calculated using a public key which is exchanged between both parties. If the Public Key or certificate is equipped with a password then the password needs to be enclosed together with it.

The purposes of the Public Key(s) or certificate are:

a) Merchant Gateway Public Key.

Will be given to Payment Gateway Operator (IPS Sdn Bhd) in order for the Payment Gateway to verify the transaction request by the Merchant Gateway.

b) Payment Gateway Public Key.

To be given to Merchant Gateway in order for the Merchant Gateway to verify the response of the requested transaction from the Payment Gateway.

Note: The method or procedure on how to create the signature of the transaction will be discussed in the next section.

(iv) MEPSCASH Plugin Software.

To enable the user to pay using the MEPSCASH card, depending on the browser that is used, the user needs to install MEPSCASH plugin which is a dynamic link library (dll) file or a cross platform interface (xpi) file in their system.

These files will be registered automatically when the user access a page for payment from the Merchant Gateway.

IPS Sdn Bhd will provide the mcashplugin.cab (for Internet Explorer) and npmcash.xpi (for Mozilla Firefox) to the Merchant Gateway and will advice the merchant if there is an updated version of the mcashplugin.cab or npmcash.xpi that needs to be installed in the system.

3. CREATION AND VERIFICATION OF TRANSACTION SIGNATURE

3.1 Signature Calculation For Payment Request

Merchant Gateway will use their private key in order to sign the transaction. Combination of 3 fields will be used for this process namely:

a) Merchant ID. (Id that is registered and provided by IPS Sdn Bhd)

b) Order ID. (Unique ID that is use to identify a transaction, this information must be unique all the time)

c) Transaction Amount.

The Order ID and transaction amount are fields that must be registered in the Merchant Gateway databases to uniquely identify the transaction, while the payment status fields in the mandatory field confirms the status of the transaction. The Merchant is allowed to register other information as part of their own requirements.

3.2 Signature Verification For Payment Confirmation

Merchant Gateway will use the Payment Gateway Operator (IPS Sdn Bhd) public key in order to verify the signature received for the payment confirmation. The same combination of 3 fields will be used for this process namely:

a) Merchant ID. (Id that is registered and provided by IPS Sdn Bhd)

b) Order ID. (Unique ID that is used to identify a transaction, this information must be unique all the time)

c) Transaction Amount.

Prior to the signature verification, Merchant Gateway needs to ensure that the order ID received is the same Order ID that was registered in the database in order to change the status of the transaction to successful or not.

4. MIME FILE CONFIFURATION FOR MOZILLA CROSS PLATFORM INTERFACE FILE

To enable the user to download the cross platform interface file, the MIME types file needs to be configured to enable the server and the user browser to recognize the file. After changing the MIME types file, it is advisable to restart the merchant server.

4.1 MIME Configuration for Apache and Tomcat

- Find MIME types file within your hosting application. (i.e C:/Program File/Apache Group/Apache2/Conf/mime.types).
- Add the following mime type and extension within the file.
  application/x-xpinstall xpi
- Restart the server.

4.2 MIME Configuration for Window IIS

- Goto - IIS configuration dialog (control panel--server manager---IIS).
- Right click at the default web and choose property.
- Click the HTTP headers tab.
- Click File Types at the MIME Map legion
  Click New Type
  Enter the below information
  Assocaited Extension : xpi
  Content type (MIME) : application/x-xpinstall
- Click Ok.
- Click Ok.
- Click Apply.
- Click Ok.
- Restart your PC/Server

5. SAMPLE CODES

The given codes are all written in PHP, the Merchant Gateway Operator is required to convert the codes to the programming languages that is supported by their system.

5.1 Signature Calculation For Payment Request And Database Logging

```
$SignData = sprintf("% -10s% -60s%08d", $G_MerchantId, $OrderId, $Amt);
$fp=fopen($G_MerchantKeyPath,"r");
$priv_key=fread($fp,8192);
fclose($fp);
$res = openssl_get_privatekey($priv_key,$G_MerchantKeyPwd);
openssl_sign($SignData, $Signature, $res, OPENSSL_ALGO_MD5);
$SignStr = bin2hex($Signature);
```

```
// record the order to database
$hDb = odbc_connect($G_DBDsn, $G_DBUser, $G_DBPwd);
$Sql = "insert Orders(OrderId, Amt, Status) values('".$OrderId."', ".$Amt.", 0)";
odbc_exec($hDb, $Sql);
```

5.2 Plugins Downloadable Object

```
<OBJECT ID="mCash_MS" CLASSID="CLSID:DFEBCF64-2371-446F-89B1-
F658CEA43395" codebase="mcashplugin.cab#Version=1,0,0,0"
style="display=none">
        <embed ID="mCash_MO" type="application/x-mcashplugin"
PLUGINSPAGE="npmcash.xpi" hidden="true"></embed>
</OBJECT>
```

5.3 Get MEPSCash Balance And Execute Payment

```
<SCRIPT LANGUAGE="JavaScript">
var TotAmt = <? echo $Amt; ?>;
var OrderId = "<? echo $OrderId; ?>";
var MerchantId = "<? echo $G_MerchantId; ?>";
var Signature = "<? echo $SignStr; ?>";
var ServerIp = "<? echo $G_ServerIp; ?>";
var ServerPort = <? echo $G_ServerPort; ?>;
var bPaying = false;

var mCashCtl;
if (navigator.appName.toLowerCase() == "microsoft internet explorer") {
        mCashCtl = document.getElementById("mCash_MS");
} else if (navigator.appName.toLowerCase() == "netscape") {
        mCashCtl = document.getElementById("mCash_MO");
}

setTimeout(“GetBalance()”,100);

function Pay()
{
        if (bPaying)
                return;

        bPaying = true;
        var iRet;
        iRet = mCashCtl.Pay(MerchantId, OrderId, TotAmt, "0458", ServerIp,
ServerPort, Signature);

        if (iRet != 0) {
                alert("Init error!" + iRet);
                return;
        }
}
```

```
function PayProcess(iStep)
{
	var strText = ""
	if (iStep == 1)
		strText = "Check card...";
	else if (iStep == 2)
		strText = "Connect server...";
	else if (iStep == 3)
		strText = "Send payment request...";
	else if (iStep == 4)
		strText = "Debit card...";
	else if (iStep == 5)
		strText = "Send debit result...";

	PurseBalance.innerHTML = strText
}

function PayResult(iResult)
{
	if (iResult == 0)
		window.location = "payok.php";
	else
		window.location = "payerr.php?retcode=" + iResult.toString();
}

function GetBalance()
{
	i = 0;
	iBal = mCashCtl.GetBalance();
	dBal = 0.0;
	dBal = iBal/100;
	PurseBalance.innerHTML = "Balance:" + String(dBal);

}
<SCRIPT LANGUAGE="VBScript">
	Sub mCash_MS_PayProcess(iStep)
		strText = ""
		IF iStep = 1 THEN
			strText = "Check card..."
		ELSEIF iStep = 2 THEN
			strText = "Connect server..."
		ELSEIF iStep = 3 THEN
			strText = "Send payment request..."
		ELSEIF iStep = 4 THEN
			strText = "Debit card..."
		ELSEIF iStep = 5 THEN
			strText = "Send debit result..."
		END IF
```

```
            PurseBalance.innerHTML = strText
        End Sub
        Sub mCash_MS_PayResult(iResult)
            IF iResult = 0 THEN
                window.location = "payok.php?retcode=" & iResult
            ELSE
                window.location = "payerr.php?retcode=" & iResult
            END IF
        End Sub
</SCRIPT>
```

5.4 Check The Order ID Exist In Database

```
// Check if the order in database
$hDb = odbc_connect($G_DBDsn, $G_DBUser, $G_DBPwd);
$Sql = "select count(*) from Orders where orderid = '".$OrderId."' and Amt =
".$Amt." and Status != 1";
$result_id = odbc_do($hDb, $Sql);
if (odbc_fetch_row($result_id) == false || odbc_result($result_id, 1) != 1) {
        echo "No Record.".$Sql;
        return;
}
```

5.5 Verify Signature And Update Record Status

```
// verify sinature
$SignData = sprintf("% -10s% -60s%08d", $MerchantId, $OrderId, $Amt);
$fp = fopen($G_ServerCertPath, "r");
$cert = fread($fp, 8192);
fclose($fp);
$pubkeyid = openssl_get_publickey($cert);

$iStatus = 1; // payment success
if (!openssl_verify($SignData, $Sinature, $pubkeyid, OPENSSL_ALGO_MD5))
{
        echo "Sinature error!";
        $iStatus = 2; // Signature error
}
$Sql = sprintf("Update Orders Set Status=%d where OrderId='%s'", $iStatus,
$OrderId);
odbc_exec($hDb, $Sql);
```

APPENDIX 1: MERCHANT REGISTRATION FORM

PART A	**(To be filled by Merchant)**		
Name of Organisation:			
Organisation Address:			
Contact No:	[ ] Tel [ ] Fax		
Account No:			
Acct. Issuer:			
Fee:			
Callback URL:			
Requester Name:			
Signature:			
Date:			
PART B	**(e-Kencana Management Approval)**		
Name:			
Department:			
Signature:			
Date:			
PART C	**(For e-Kencana System Administrator)**		
Process by: Name		Completion Date:	
Signature:		MID Created:	
Date:			
MID Internet Access	[ ] User Id [ ] Password Note : Please tick if completed		
PART D	(Approval by Head Department, Office Automation)		
Name:			
Signature:			
Date			

SCHEDULE 4
(APPENDIX 4-2)
USER ACCEPTANCE – TEST SCRIPTS

1 INTRODUCTION

This document is developed by IPS Sdn Bhd to assist the participating merchants or government agencies to test their web payment gateway.

This document will guide the test personnel during the testing in order to ensure that the web payment portal meets the technical requirements of MEPSCASH transaction over the internet.

2 SCOPE

This document is applicable to all the internet merchants and government agencies which are involved in the MEPSCASH transaction over the internet.

The test covers:
- Successful and rejected transactions.
- Active-X installation.
- Public key certificate validation.
- Connectivity.

3 TEST REQUIREMENTS

3.1 Hardware Requirements

a) 3 test MEPSCASH cards.
b) 3 PC/SC readers.
c) 3 personnel computers.

3.2 Software / Application Requirements

a) PC/SC reader drivers.
b) Mcashplugin.cab (for Internet Explorer) and npmcash.xpi (for Mozilla Firefox).
c) mCashSign.dll (for asp code only).

3.3 Key / Certificate Requirements

a) Merchant / Agencies private key.
b) IPS Sdn Bhd public certificate.
c) Merchant / Agencies dummy private key (for certificate verification error test).

3.4 Personnel / Tester Requirements

a) Test personnel needs to know how to use the merchants / agencies payment website.
b) For some test cases, the test personnel is required to change parameters within the merchants / agencies payment portal code.
c) Test personnel needs to know how the application interact with the plug-in, keys and certificate in order to execute some of the test cases.

TEST SCRIPTS

TEST SCRIPT #01 – SUCCESSFUL TRANSACTION

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Ensure balance on card is higher than the payment amount.
4. Click button for payment.

EXPECTED RESULTS

1. Successful payment page is displayed.
2. MEPSCASH card balance is deducted with the payment amount.
3. Merchant / Agency gateway received callback URL.

FINAL RESULT #01 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #02 – PARAMETERS ERROR

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.

STEPS

1. Change the payment page program parameter. (var Signature = "1234").
2. Insert MEPSCASH card at the PS/SC card reader.
3. Open URL for payment. (Depends on the merchant / agency website).
4. Ensure balance on card is higher than the payment amount.
5. Click button for payment.

EXPECTED RESULTS

1. Transaction will stop.
2. Init Error -1 will be displayed on screen.

FINAL RESULT #02 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #03 – CURRENCY ERROR

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.

STEPS

1. Change the payment page program currency from 0458 to 0433.
2. Insert MEPSCASH card at the PS/SC card reader.
3. Open URL for payment. (Depends on the merchant / agency website).
4. Ensure balance on card is higher than the payment amount.
5. Click button for payment.

EXPECTED RESULTS

1. Unsuccessful payment page will be displayed.
2. Error return code -2.

FINAL RESULT #03 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #04 – INSUFFICIENT BALANCE

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Ensure payment amount is higher than the card balance.
4. Click button for payment.

EXPECTED RESULTS

1. Unsuccessful payment page will be displayed.
2. Error return code -4.

FINAL RESULT #04 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #05 – CARD CANNOT BE READ

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card the wrong way at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).

EXPECTED RESULTS

1. The MEPSCASH available balance will show -0.01.

FINAL RESULT #05 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #06 – CARD CANNOT BE READ AND PAYMENT BUTTON CLICK

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card the wrong way at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Click button for payment.

EXPECTED RESULTS

1. The MEPSCASH available balance will show -0.01.
2. Unsuccessful payment page will be displayed.
3. Error return code -6.

FINAL RESULT #06 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #07 – PC/SC CARD READER NOT ATTACHED TO PC.

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. MEPSCASH active-x (PLUGIN) has been installed.
3. MEPSCASH test card have sufficient balance.
4. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).

EXPECTED RESULTS

1. The MEPSCASH available balance will show -0.01.

FINAL RESULT #07 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #08 – PC/SC CARD READER NOT ATTACHED TO PC AND PAYMENT BUTTON CLICK.

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. MEPSCASH active-x (PLUGIN) has been installed.
3. MEPSCASH test card have sufficient balance.
4. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Click button for payment.

EXPECTED RESULTS

1. The MEPSCASH available balance will show -0.01.
2. Unsuccessful payment page will be displayed.
3. Error return code -6.

FINAL RESULT #08 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #09 – ACTIVE-X INSTALLATION 1.

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH test card have sufficient balance.
4. Active-X (MEPSCASH plugin) is not installed.
5. Mcashplugin.cab exists at the merchant / agency server.
6. PC is connected to the internet.
7. Internet Explorer as the browser

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).

EXPECTED RESULTS

1. Pop-up message to install the active-x appears.
2. Once installed the card balance will appears on payment page.

FINAL RESULT #09 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #10 – ACTIVE-X INSTALLATION 2.

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH test card have sufficient balance.
4. Active-X (MEPSCASH plugin) is not installed.
5. Mcashplugin.cab not exists at the merchant / agency server.
6. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).

EXPECTED RESULTS

1. Pop-up message to install the active-x not appears.
2. The card balance will not appear on payment page.

FINAL RESULT #10 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #11 – CROSS PLATFORM INTERFACE FILE INSTALLATION 1.

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH test card have sufficient balance.
4. Cross Platform Interface file is not installed.
5. Npmcash.xpi exists at the merchant / agency server.
6. PC is connected to the internet.
7. Mozilla Firefox as the browser

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).

EXPECTED RESULTS

1. Pop-up message to install the cross platform interface file appears.
2. Once installed the card balance will appears on payment page.

FINAL RESULT #11 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #12 – CROSS PLATFORM INTERFACE FILE INSTALLATION 2.

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH test card have sufficient balance.
4. Cross Platform Interface file is not installed.
5. Npmcash.xpi not exists at the merchant / agency server.
6. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).

EXPECTED RESULTS

1. Pop-up message to install the cross platform interface file appears.
2. The browser cannot installed the file because the file not exist (cannot be found).
3. The card balance will not appear on payment page.

FINAL RESULT #12 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #13 – CANNOT CONNECT TO MEPSCASH HOST

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Ensure card balance is higher than the payment amount.
4. Remove the internet connectivity from PC.
5. Click button for payment.

EXPECTED RESULTS

1. Unsuccessful payment page will be displayed.
2. Error return code -21.

FINAL RESULT #13 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #14 – CERTIFICATE VERIFICATION ERROR

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.
6. Wrong key installed at the Merchant / Agency server.

STEPS

1. Insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Ensure card balance is higher than the payment amount.
4. Click button for payment.

EXPECTED RESULTS

1. Unsuccessful payment page will be displayed.
2. Error return code -24.

FINAL RESULT #14 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

TEST SCRIPT #15 – CONCURRENT SUCCESSFUL TRANSACTION

TEST MODULE – MERCHANT GATEWAY - CLIENTS

REQUIREMENTS

1. PC/SC reader driver have been installed.
2. PC/SC reader is attached to personal computer.
3. MEPSCASH active-x (PLUGIN) has been installed.
4. MEPSCASH test card have sufficient balance.
5. PC is connected to the internet.
6. All of the above need to be prepared for 3 sets.

STEPS

1. All 3 testers insert MEPSCASH card at the PS/SC card reader.
2. Open URL for payment. (Depends on the merchant / agency website).
3. Ensure card balance is higher than the payment amount.
4. All 3 testers click button for payment at same time.

EXPECTED RESULTS

1. Successful payment page is displayed at each client pc.
2. MEPSCASH card balance is deducted with the payment amount.
3. Merchant / Agency gateway will receive 3 callback URLs.

FINAL RESULT #15 – (PASS / FAIL)

COMMENTS –

_____
_____
_____
_____
_____

End Date and Time - _____

Executor Name and Signature - _____

_____

APPENDIX 1: TRANSACTION CODES

DESCRIPTION	CODE
PAY_OK	0
PAY_ERR_USER_CANCELLED	1
PAY_ERR_BAD_PARAMS	-1
PAY_ERR_WRONG_CURRENCY	-2
PAY_ERR_AMT_OVER_LIMIT	-3
PAY_ERR_BAL_NOT_ENOUGH	-4
PAY_ERR_INVALID_PIN	-5
PAY_ERR_OPEN_CARD	-6
PAY_ERR_GET_BAL	-11
PAY_ERR_GET_PUR_DATA	-12
PAY_ERR_GET_FAB_DATA	-13
PAY_ERR_INIT_DEBIT	-14
PAY_ERR_SAM_TOT_AC	-15
PAY_ERR_SINGLE_DEBIT	-16
PAY_ERR_REQ_SAM_TOT_AC	-17
PAY_ERR_GET_TRAN_AC	-18
PAY_ERR_CONNECT_FAILED	-21
PAY_ERR_SEND_CINQ	-22
PAY_ERR_RECV_RINQ	-23
PAY_ERR_CINQ_REJ	-24
PAY_ERR_SEND_CTRA	-25
PAY_ERR_RECV_RTRA	-26
PAY_ERR_CTRA_REJ	-27

SCHEDULE 5
REGISTRATION FORM

POS

Please refer to Appendix 5-1

PORTAL

Please refer to Appendix 5-2

APPENDIX 5-1 : MERCHANT REGISRTRATION FORM

IPS SDN BHD	PURCHASE TERMINAL INSTALLATION RECORD			Form:DEF0019
SECTION 1: PREPARATION BY VENDOR AND BANK				
TERMINAL S/N	TERMINAL ID	CSM S/N	CSM ID	MODEM S/N
CHECKED BY (BANK)			VERIFY OK BY (IPS SDN BHD)	
SECTION 2: MERCHANT DETAIL BY BANK				
Business Name (ROC)			Business Type	
			Phone	
Account No			Fax	
Contact Name			Merchant Discount (%)	
Address				
			Post Code	
Confirmed by	Signature			
	Name			
SECTION 3: DATA ENTRY ON SYSTEM BY IPS SDN BHD				
Authorised by			Date entry by	
Signature			Signature	
Date			Date	
SECTION 4 : INSTALLATION, COMMISIONING AND TRAINING BY BANK				
Installation Type	: ☐ NEW			
	: CHANGE ☐ MERCHANT ☐ TERMINAL ☐ CSM ☐ ACCOUNT			
Terminal Installed	☐**Yes** ☐ **No**	Remarks		**Initial:**
Terminal Tested	**Purchase** ☐**Yes** ☐ **No**	Remarks		**Initial:**
	Collection ☐**Yes** ☐ **No**	Remarks		**Initial:**
Merchant Trained	☐**Yes** ☐ **No**	Remarks		**Initial:**
Commision Date		Remarks		**Initial:**

SECTION 5 : EQUIPMENT DELIVERED/INSTALLED BY VENDOR			
DESCRIPTION	**QTY**		**SERIAL NUMBER IF APPLICABLE**
Modem Power Supply		☐	
Power Cable and Telephone Cable for Modem			
Connecting Cable for Modem and Terminal			
Terminal User Manual and Quick Reference Guide			
Marketing Merchandising Material			

SECTION 6: ACKNOWLEDGEMENT			
Installation Supervisor		**Merchant**	
Signature:		Signature:	
Print Name:		Print Name:	
Date:		Date:	

APPENDIX 5-2 : ONLINE MERCHANT REGISTRATION FORM

PART A	**(To be filled by Merchant)**		
Name of Organisation:			
Organisation Address:			
Contact No:	[ ] Tel [ ] Fax		
Account No:			
Acct. Issuer:			
Fee:			
Callback URL:			
Requester Name:			
Signature:			
Date:			
PART B	**(IPS Management Approval)**		
Name:			
Department:			
Signature:			
Date:			
PART C	**(For IPS System Administrator)**		
Process by: Name		Completion Date:	
Signature:		MID Created:	
Date:			
MID Internet Access	[ ] User Id [ ] Password Note : Please tick if completed		
PART D	**(Approval by Head Department, Office Automation)**		
Name:			
Signature:			
Date			

SCHEDULE 6
EDC TERMINAL OPERATION MANUAL

PURPOSE

1.1 MEPSCASH is electronic cash (e-Cash) that could be topped up/stored in the smart chip that is incorporated **MyKad** and **ATM cards** of the following financial institutions, bearing the MEPSCASH logo:

(i) Affin Bank
(ii) Alliance Bank
(iii) AmBank
(iv) Bank Muamalat
(v) Bank Islam
(vi) CIMB Bank
(vii) Hong Leong Bank
(viii) Maybank
(ix) Public Bank
(x) RHB Bank

1.2 The **e-Cash can be topped up into the ATM cards** at more than 6,000 ATMs nationwide by selecting the “Other Transactions” and followed by “MEPSCASH Loading” menus.

The amount of e-Cash topped into the ATM card is deducted online by the ATM from the cardholder’s savings/current account.

1.3 For **MyKad (as well as the ATM card)**, **e-Cash top up can be done using the EDC Terminal** and payment will be with physical cash.

1.4 This document describes on how to operate the Electronic Data Capture (EDC) Terminal for MEPSCASH transactions with regards to:

(i) MEPCASH Payment (purchases made paid with MEPSCASH)/ Bayaran MEPSCASH (pembelian dibayar dengan MEPSCASH)

(ii) MEPSCASH Loading (loading of MEPSCASH paid with physical cash over the counter)/ Tambahnilai MEPSCASH (tambahnilai MEPSCASH di bayar dengan wang tunai)

(iii) Collection of the MEPSCASH Payment by the MEPSCASH System at end of the day/ Mengumpul Bayaran MEPSCASH ke Sistem MEPSCASH dipenghujung hari.

MEPSCASH PAYMENT

2.1 MEPSCASH Payment is an **offline** transaction, meaning that the EDC Terminal **need not** be connected to the telephone line to process the MEPSCASH Payment.

Bayaran MEPSCASH ialah transaksi secara "**offline"**, bermakna Terminal EDC **tidak perlu** disambungkan ke talian telefon untuk memproses Bayaran MEPSCASH.

2.2 The guide to process MEPSCASH Payment below is with regards to EDC Terminal Model Axalto MagIC M5100.

Cara memproses Bayaran MEPSCASH yang berikut adalah untuk Terminal EDC Model Axalto MagIC M5100.

• Insert the ATM card or MyKad into the card slot. • The screen will display "*Appl Choice 1. Proton Loading 2. MEPS e-Cash" • Press F3 button to select MEPS e-Cash. • Press the "Enter" button.		• Masukkan kad ATM atau MyKad ke dalam slot kad. • Skrin akan memaparkan "Appl Choice 1. Proton Loading 2. MEPS e-Cash • Tekan butang F3 untuk memilih MEPS e-Cash. • Tekan butang "Enter".

• The screen will display "Debit and the MEPSCASH balance available in the card" (example RM61.99) • Key in the amount of MEPSCASH Payment (example RM10.00) if there is sufficient balance in the card. • Press the "Enter" button.		• Skrin akan memaparkan "Debit and MEPSCASH balance available in the card" (contoh RM61.99). • Masukkan jumlah Bayaran MEPSCASH (contoh RM10.00) sekiranya kad mempunyai baki yang cukup. • Tekan butang "Enter".

• The screen will display the amount of MEPSCASH Payment to be deducted (Example RM10.00) • Press "Enter" button to process the payment or "Cancel" button if not to process.		• Skrin akan memaparkan jumlah Bayaran MEPSCASH (Contoh RM10.00) yang akan ditolak. • Tekan butang "Enter" untuk memproses bayaran atau butang "Cancel" untuk tidak memproses.

• Once the MEPSCASH Payment is successfully processed, the EDC Terminal will generate the MEPSCASH Payment receipt in 2 copies by pressing the "Enter" button. • The receipt will show the MEPSCASH Payment amount and the remaining balance of MEPSCASH in the card (example RM51.99) • 1 copy of the receipt is given to the customer while the other copy is retained by the cashier.		• Apabila Bayaran MEPSCASH Berjaya diproses, Terminal EDC akan mengeluarkan 2 salinan resit Bayaran MEPSCASH dengan menekan butang "Enter". • Resit akan memaparkan amaun Bayaran MEPSCASH dan baki MPSCASH yang masih di dalam kad (contoh RM51.99) • 1 salinan resit diberikan kepada pelanggan dan yang satu lagi disimpan oleh juruwang.

At the end of day, all the MEPSCASH Payments will be collected by the MEPSCASH System (refer to paragraph 4).

Di penghujung hari, kesemua Bayaran MEPSCASH akan dikumpulkan oleh Sistem MEPSCASH (rujuk perenggan 4).

MEPSCASH LOADING

3.1 MEPSCASH Loading is an **online** transaction, meaning that the EDC Terminal **must be** connected to the telephone line to process the MEPSCASH Loading.

As it is an online transaction, there are **no further steps to collect the MEPSCASH Loading** by the MEPSCASH System.

Tambahnilai MEPSCASH ialah transaksi secara "**online"**, iaitu Terminal EDC **perlu** disambungkan ke talian telefon untuk memproses Tambahnilai MEPSCASH.

Bagi transaksi secara online, **tiada langkah-langkah tambahan untuk mengumpul Tambahnilai MEPSCASH** oleh Sistem MEPSCASH.

3.2 The guide to process MEPSCASH Loading below is with regards to EDC Terminal Model Axalto MagIC M5100.

Cara memproses Tambahnilai MEPSCASH yang berikut adalah untuk Terminal EDC Model Axalto MagIC M5100.

• Accept the cash amount from the customer for the MEPSCASH Loading transaction (Example RM10.00). • Press the "Menu" button twice. • The screen will display " Main Menu Mer Sys App Fct" • Press F3 button to select "App".		• Terima wang tunai dari pelanggan untuk transaksi Tambahnilai MEPSCASH (Comtoh RM10.00). • Tekan butang "Menu" dua kali. • Skrin akan memaparkan "Main Menu Mer Sys App Fct" • Tekan butang F3 untuk memilih "App".

• The screen will display " Appl Choice Proton Loading MEPS e-Cash" • Press the "Enter" button.		• Skrin akan paparkan "Appl Choice Proton Loading MEPS e-Cash" • Tekan butang "Enter".

• The screen will display "English Menu 1. Retail Menu 2. Technical Menu 3. Language" • Press the "Enter" button.		• Skrin akan memaparkan "English Menu 1. Retail Menu 2. Technical Menu 3. Language" • Tekan butang "Enter".

• The screen will display "Sel. Oper. (OK) Autoload" • Press the "Enter" button.		• Skrin akan memaparkan "Sel. Oper. (OK) Autoload" • Tekan butang "Enter".

• The screen will display "Insert Card Please". • Insert the ATM card or MyKad into the card slot.		• Skrin akan memaparkan "Insert Card Please". • Masukkan kad ATM atau MyKad ke dalam slot kad.
• The MEPSCASH available balance will be displayed (example RM51.99). • Press the "Enter" button.		• Baki MEPSCASH dalam kad akan dipaparkan (contoh RM51.99). • Tekan butang "Enter".
• The screen will display the "Min Value and Max Value" amounts i.e the minimum (RM10.00) or maximum MEPSCASH amount (example RM1,948.01 as card balance is RM51.99) that could be added into the card. • Press the "Enter" button.		• Skrin akan memaparkan nilai "Min Value and Max Value" iaitu amaun minima (RM10.00) atau maksima MEPSCASH (contoh RM1,948.01 kerana baki dikad ialah RM51.99) yang boleh ditambah ke dalam kad. • Tekan butang "Enter".

• The screen will display "Enter Amount" • Key in the amount of MEPSCASH Loading (example RM10.00) • Press the "Enter button		• Skrin akan memaparkan "Enter Amount" • Masukkan amaun Tambahnilai MEPSCASH (contoh RM10.00) • Tekan butang "Enter".

• The screen will display "Please confirm" for the amount of MEPSCASH Loading. • Press the "Enter" button if the amount is correct.		• Skrin akan memaparkan "Please confirm" bagi amaun Tambahnilai MEPSCASH tersebut. • Tekan butang "Enter" jika amaun adalah betul .

• When the MEPSCASH Loading transaction is being processed, the screen will display “Loading Request” and then “Loading in Progress Dialing”.	 	• Apabila transaksi Tambahnilai MEPSCASH diproses, skrin akan memaparkan “Loding Request” dan kemudiannya “Loading in Progress Dialing”.

• Once the transaction has been processed, the screen will display “Transaction successful” and the new balance of MEPSCASH in the card. • 1 copy of the receipt is generated and given to the customer		• Apabila transaksi berjaya diproses, skrin akan paparkan “Transaction successful” dan baki baru MEPSCASH di dalam kad. • 1 salinan resit dikeluarkan untuk diberi kepada pelanggan.

COLLECTION OF MEPSCASH PAYMENT TO MEPSCASH SYSTEM

4.1 The Collection of MEPSCASH Payment is an **online** transaction, meaning the EDC Terminal **mus**t be connected to the telephone line.

Transaksi Mengumpul Bayaran MEPSCASH ialah secara **online**, bermakna Terminal EDC **mesti** disambungkan ke talian telefon.

4.2 The guide to process Collection of MEPSCASH Payment below is with regards to EDC Terminal Model Axalto MagIC M5100.

Cara memproses Mengumpul Bayaran MEPSCASH yang berikut adalah untuk Terminal EDC Model Axalto MagIC M5100.

• Press the "Menu" button twice. • The screen will display " Main Menu Mer Sys App Fct" • Press F3 button to select "App".		• Tekan butang "Menu" dua kali. • Skrin akan memaparkan " Main Menu Mer Sys App Fct" • Tekan butang F3 untuk memilih "App".

• The screen will display "Appl Choice 1. Proton Loading 2. MEPS e-Cash" • Press F3 button to select "MEPS e-Cash". • Press the "Enter" button.		• Skrin akan paparkan "Appl Choice 1. Proton Loading 2. MEPS e-Cash" • Tekan butang F3 untuk pilih "MEPS e-Cash". • Tekan butang "Enter".

• The screen will display "English Menu 1. Query Balance 2. Print Receipt 3. Print Total 4. Collection" • Press F3 button to select item 4. Collection. • Press the "Enter" button.		• Skrin memaparkan "English Menu 1. Query Balance 2. Print Receipt 3. Print Total 4. Collection" • Tekan butang F3 untuk pilih item 4. Collection. • Tekan butang "Enter"

• The EDC Terminal will process the MEPSCASH Payment Collection transaction. • The screen will display "Collection Processing" and then "Collection Dialing"	 	• Terminal EDC akan memproses transaksi Mengumpul Bayaran MEPSCASH. • Skrin memaparkan "Collection Processing" dan kemudiannya "Collection Dialing"

• The MEPSCASH Payment Collection Receipt will be generated in 1 copy for the cashier to keep.		• 1 salinan Resit Mengumpul Bayaran MEPSCASH dikeluarkan untuk simpanan juruwang.

SCHEDULE 7
SCR TERMINAL OPERATION MANUAL

PURPOSE

1.1 MEPSCASH is electronic cash (e-Cash) that could be topped up/stored in the smart chip that is incorporated in **MyKad** and **ATM cards** of the following financial institutions, bearing the MEPSCASH logo:

(i) Affin Bank
(ii) Alliance Bank
(iii) AmBank
(iv) Bank Muamalat
(v) Bank Islam
(vi) CIMB Bank
(vii) Hong Leong Bank
(viii) Maybank
(ix) Public Bank
(x) RHB Bank

1.2 The **e-Cash can be topped up into the ATM cards** at more than 6,000 ATMs nationwide by selecting the “Other Transactions” and followed by “MEPSCASH Loading” menus.

The amount of e-Cash topped into the ATM card is deducted online by the ATM from the cardholder’s savings/current account.

1.3 For **MyKad (as well as the ATM card)**, **e-Cash top up can be done using the EDC Terminal** and payment will be with physical cash.

1.4 This document describes on how to operate the Smart Card Reader for MEPSCASH transactions over the Internet and/or web based Point of sale system (POS) with regards to:

(i) MEPCASH Payment (purchases made paid with MEPSCASH)/Bayaran MEPSCASH (pembelian dibayar dengan MEPSCASH)

MEPSCASH PAYMENT

2.1 MEPSCASH Payment over the Internet is an **online** transaction.

Bayaran MEPSCASH di Internet ialah transaksi secara "**online**.

• Connect the Smart Card Reader to the PC (USB port). • Upon the PC detecting the Smart Card Reader, install the Smart Card Reader Program using the CD provided by following the instructions therein.		• Sambungkan Pembaca Kad Pintar ke PC (port USB). • Apabila PC mengesan Pembaca Kad Pintar, muat turun Program Pembaca Kad Pintar menggunakan CD yang disediakan dan ikut arahan seterusnya.
• Log into the website of the entity (home user) for the Payment Page or the web based Payment Page/ Point of Sale system (by the cashier for over the counter payment by the customer). • Select the MEPSCASH Payment icon • Complete the details and the amount of payment as required by the Payment Page and click for the next step. • Insert the ATM card or MyKad into the Smart Card Reader slot.	 	• Masuk ke laman web entiti (pengguna internet rumah) untuk Muka Bayaran entiti ataupun ke Muka Bayaran web/ sistem Jualan web (oleh juruwang bagi bayaran di kaunter oleh pelanggan). • Pilih ikon Bayaran MEPSCASH • Kemaskini data dan amaun bayaran seperti diperlukan di Muka Bayaran dan klik untuk langkah seterusnya. • Masukkan kad ATM atau MyKad ke dalam slot Pembaca Kad Pintar.

• The Payment Page will display the details for confirmation. • The MEPSCASH available balance in the ATM card or MyKad will also be displayed on screen. • Click for the next step if information is correct.		• Muka Bayaran akan memaparkan maklumat untuk pengesahan. • Baki MEPSCASH yang terkandung dalam kad ATM atau Mykad akan tertera di skrin. • Klik untuk langkah seterusnya sekiranya maklumat adalah betul.
• The screen will display a note to ensure that the Smart Card Reader is connected to the PC and the ATM card or MyKad is inserted into the card reader's slot. • Click the "OK" button. • The screen will then display that the MEPSCASH Payment is being processed. .	 	• Skrin akan memaparkan nota untuk memastikan Pembaca Kad Pintar disambung ke PC dank ad ATM atau MyKad dimasukkan ke slot pembaca kad. • Klik butang "OK". • Skrin kemudiannya memaparkan Bayaran MEPSCASH sedang diproses. .

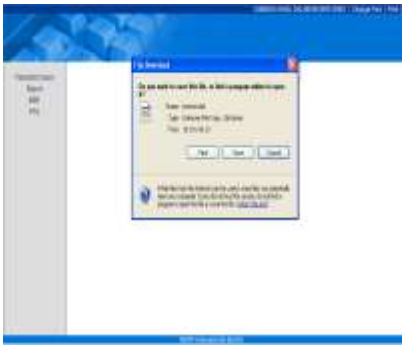
• Once the MEPSCASH Payment has been successfully processed, the screen will display the unique transaction ID number. • The internet home user/cashier may print the page details as a receipt.		• Apabila Bayaran MEPSCASH telah berjaya diproses, skrin akan memaparkan nombor unik ID transaksi. • Pengguna internet di rumah atau juruwang boleh mencetak butiran di muka skrin sebagai resit.

MEPSCASH TRANSACTION DETAILS – FOR ENTITY/MERCHANT

3.1 The MEPSCASH Payments transaction details can be viewed and printed by the entity/merchant. The log-in ID to the MEPSCASH system shall be managed by the entity/merchant via its authorised/nominated personnel.

Transaksi-transaksi Bayaran MEPSCASH boleh dilihat dan dicetak oleh entiti/pekedai. ID kemasukan ke sistem MEPSCASH adalah ditadbir oleh entiti/pekedai melalui kakitangan yang diluluskan/dilantik.

• Enter the User ID and Password. • Select the date of the MEPSCASH transactions for viewing/printing.		• Masukkan ID Pengguna dan *Password*. • Pilih tarikh transaksi MEPSCASH yang mahu dilihat/cetak.

• The screen will display the MEPSCASH transaction details for the day.		• Skrin akan memaparkan butiran transaksi MEPSCASH bagi hari tersebut.
• The MEPSCASH report can then be printed or saved in the PC. .		• Laporan MEPSCASH boleh dicetak atau disimpan di PC.

SCHEDULE 8
HELPDESK

1.0 Problem Reporting

The Government of Malaysia shall report and notify IPS of any problem by telephone, e-mail, fax or in writing. The details are as follows:

HELP DESK	:	03 2058 4710
Email	:	helpdesk@mepscash.com

2.0 Problem Reporting Method:

2.1 The Problem Report will be sent by e-mail or fax to IPS (with a confirmation copy by e-mail or fax).

2.2 The Problem Report shall contain the following details:

(a) Program Problem Abstract number: reference number;
(b) Priority: Critical, High, Low;
(c) Description: A short description to define and identify the problem;
(d) Date and Time: The date and time the problem is reported;
(e) Reported by: The name or initials of the person in reporting the problem;
(f) Cause of the problem occurred;
(g) Details of the parameters;
(h) Details of the input and output;
(i) Error messages;
(j) Any available print out; and
(k) System's status, such as system hang.